



Request for Qualifications

No. 17-03

Clerk & Comptroller, Palm Beach County

is seeking Replies for:

Proposers to provide Legal Services

for

Self Service Center

Date issued/available for distribution 2017

Proposers shall submit one (1) electronic copy of the Proposer's current resume, accompanied by a cover letter containing a statement of relevant experience, qualifications and interest with two (2) professional references, to the following Clerk & Comptroller's e-mail address: ccrpurchasing@mypalmbeachclerk.com, to be received no later than 5:00 pm EST on September 18, 2017.

REQUEST FOR QUALIFICATIONS INFORMATION

1.1 Information and Background

This Request for Qualifications (RFQ) is issued by the Office of the Clerk & Comptroller, Palm Beach County, hereinafter referred to as "Clerk". The Clerk is an independent constitutional officer elected pursuant to Article V of the Florida Constitution. All communications to the Clerk regarding this RFQ must be done through the Clerk's Office via email at ccrpurchasing@mypalmbeachclerk.com

Any person that submits a response to this RFQ will be referred to as a *Proposer*. A response to this RFQ will be referred to as a **Reply**.

By virtue of submitting a Reply, Proposers are acknowledging and agreeing that the Clerk reserves the rights outlined herein:

- 1) The Clerk **reserves the right** to accept, reject in whole or in part, any and all Replies, to waive formalities or minor irregularities, to negotiate final costs and terms, and to accept or negotiate offers that are determined to be most advantageous to the Clerk, in the Clerk's sole discretion.
- 2) This RFQ process is for the benefit of the Clerk only, and is intended to provide the Clerk with information to assist in selection. All decisions on compliance, evaluation, terms, qualifications and conditions shall be made solely at the Clerk's discretion and made to favor the Clerk.
- 3) All materials submitted in response to this RFQ become the property of the Clerk and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes.
- 4) The Clerk reserves the right to unilaterally select Proposers for contract negotiations based on the Clerk's sole evaluation and selection. The Clerk reserves the right to negotiate with selected Proposers according to the process and procedures outlined herein, and to unilaterally determine that negotiations are successful or unsuccessful, until the Clerk rejects all Replies and terminates the process, or until the Clerk negotiates successfully with selected Proposers and a contract is executed.

- 5) No Proposers shall have ANY rights against the Clerk arising from any Reply or from being selected for an interview.
- 6) The Clerk **DOES NOT INTEND** to be bound by the terms of any Reply or offer. The Clerk DOES NOT INTEND that a contract be formed as a result of a Reply or offer or as a result of a Proposer being selected for an interview.
- 7) No contract will be formed until there is a separate signed contract executed by the Clerk and the Proposer detailing the agreed upon terms and conditions.
- 8) The Clerk's decisions are final, and all Proposers responding to this RFQ agree to be bound by the Clerk's decisions.
- 9) **A Proposer waives and relinquishes any claim, cause, action, or suit against the Clerk & Comptroller Palm Beach County, Judicial Officers and the Court Administration of the 15th Judicial Circuit, the Palm Beach County Board of County Commissioners, and all of the agents, employees, and elected officials of the Clerk and Palm Beach County, arising out of the administration, evaluation, scoring or selection process.**

1.2 Project Background

The Clerk's mission is to protect, preserve and maintain the public records and public funds with integrity and accountability. Since July 2004, the Clerk has been responsible for operating a Self Service Center which provides services to self-represented litigants. One of the services provided by the Self Service Center is the assistance of an attorney to help self-represented litigants in completing pleadings for filing with the court and educating them on procedural issues.

1.3 Purpose of the RFQ

The objective for this RFQ is to select one or more attorneys to assist self-represented litigants to effectively navigate the court system in the Self Service Center. The Self Service Attorney provides information and assistance to self-represented litigants generally in 15 minute appointment time slots. Time management as well as outstanding customer service skills are required, in addition to knowledge of Florida law. The selected attorneys will contract with the Clerk's office as an independent contractor.

1.4 General Responsibilities of Self Service Center Contract Attorneys:

- Provide legal services to self-represented litigants by assisting them in completing standardized legal forms and addressing any procedural issues that litigants may raise.
- The contract attorney's interactions with the Self Service Centers customers shall be limited to the pre-arranged appointment time. The contract attorneys are not permitted to represent the self-represented litigant in any other capacity with the exception of a reappointment within the Self Service Center.
- The contract attorneys are collectively required to provide full coverage of the pre-arranged appointment schedule at multiple Clerk's office locations (transportation to and from various locations will be at the contract attorneys' expense). This schedule may include up to 8 hours a day and 5 days a week; however, it is anticipated that on a regular basis the contract attorney would be working between 8 and 40 hours per week.

1.5 Qualifications and Requirement

- Proposers must be in good standing and licensed to practice law in the State of Florida. Proposers must not have been the subject of any discipline by the Florida Bar Association or by any other bar association within the past five (5) years.
- Proposers must possess subject matter expertise in Family Law, Landlord/Tenant matters, Small Claims actions, and other general civil law matters.
- Proposers must possess exceptional interpersonal skills, ability to listen effectively and to provide customer assistance in a fast-paced environment.
- Proposers must have excellent time management skills, be on time for appointments and maintain professional demeanor and behavior at all times.

1.6 Terms of engagement

- Contract attorneys will be paid \$30.00/hour.
- Contract attorneys will be **independent contractors** and will not be employees of the Clerk's office.
- Contract attorneys must possess up-to-date malpractice insurance coverage and are expected to maintain coverage throughout the contract

period, as well as any contract renewal periods. Proof of insurance will be required at time of contracting.

- Initial contract is for a term of 1 year; and thereafter, the contract may be renewed by mutual agreement for successive 1 year or more terms.
- The Clerk reserves the right to terminate any contract with 48 hours notice. The attorney will receive no costs, penalties or damages for Clerk termination as there is no guarantee of income, or profit as a result of contracting with the Clerk. Attorney does so at his or her sole risk.

1.7 Timetable

The **anticipated** schedule and deadline for the RFQ and contract approval are as follows. The Clerk reserves the right, in its sole discretion, to adjust this schedule or to extend any published deadline in this RFQ:

Activity	Date(s)	Time
Deadline for Receipt of Replies	September 18, 2017	5:00 pm EST
Evaluation & Conducting of Interviews	Week of September 25, 2017	5:00 pm EST
Selection of Proposers	October 2, 2017	5:00 pm EST
Contract Execution & Training	Week of October 9, 2017	5:00 pm EST

1.8 Reply Submission

Replies **must be received** in the Offices of the Clerk & Comptroller, Palm Beach County via email (ccrpurchasing@mypalmbeachclerk.com) no later than September 18, 2017.

The Reply shall include:

- Current resume
- Cover letter including a statement of interest, qualifications and proof of insurance
- Two (2) professional references

Proposers are **REQUIRED** to supply a valid email address and telephone number. **Proposers that do not submit an email address will not be considered.** Proposers are further advised that all official communications will

be via email and communications are considered delivered once sent to the email address supplied by the Proposer. No additional notifications will be provided.

The Clerk's evaluation and selection committee will select the most qualified Proposers for personal interviews before the final selections are made.

Proposer guarantees commitment, compliance, and adherence to all requirements, terms, and conditions of the RFQ by submission of a Reply. Submission of any Reply indicates acceptance of the conditions contained in this RFQ.

Replies and/or modifications to Replies received after the Reply Due Date and time are late and will not be considered.

The Clerk may, at its sole and absolute discretion, reject any and all Replies based on any criteria and may waive any formalities. The Clerk may accept or reject any or all of the items within the Reply, and award the contract, in whole or in part, if it is deemed in the Clerk's best interest.

The Clerk may, at its sole and absolute discretion, reject all Replies and re-advertise this RFQ; postpone or cancel, at any time, this RFQ process; or waive any formalities or minor irregularities in this RFQ or in the Replies received as a result of this RFQ, when to do so would be in the best interest of the Clerk. A minor irregularity is defined as a variation from the RFQ terms and conditions that does not give the Proposer a competitive advantage or benefit not enjoyed by other Proposers, or does not adversely impact the interests of the Clerk. At its option, the Clerk may waive minor irregularities.

Where the Clerk may correct or waive minor irregularities, such action shall in no way modify the RFQ requirements.

All expenses involved with the preparation and submission of Replies to the Clerk, or any work performed in connection therewith, shall be borne by the responding party. No payment will be made for Replies received, or for any other effort required of or made by the Proposers. The Proposers acknowledges that one outcome of the RFQ process may be Clerk withdrawal of the RFQ without contract, and Proposers assumes all risk of submitting and preparing this Reply. Proposers are solely responsible for all costs, expenses, fees, loss of business opportunities, etc. or expenditures of any kind relating to preparation or submission of the Reply, regardless of the outcome.

The Clerk shall retain all Replies regardless of which Proposer(s) is selected.

1.9 Evaluation of Reply and Selection

Each Reply will be opened and reviewed by an Evaluation Committee on or after the deadline. The best qualified Proposers, in the sole and exclusive discretion of the Clerk, will be selected and contacted for a personal interview. By virtue of submitting a Reply, Proposers waive any right to protest the evaluation and selection decisions made by the Clerk.

The evaluation criteria for selection of the contract attorneys will be as follows:

- Relevant legal experience as outlined in section 1.5
- Customer service skills and relevant experience
- Proposer's ability to perform all the requisite services as outlined in this RFQ document
- Proposers must not have been the subject of any discipline by the Florida Bar Association or by any other bar association within the past five (5) years
- Proposer must have current malpractice insurance

1.10 Indemnification (Required Contract Provision)

Proposers agree to indemnify and hold harmless , the Clerk and the Board of County Commissioners, Palm Beach County, their respective officers, employees, elected officials and agents, from and against all claims, liabilities, causes of action, damages, losses, costs, expenses lawsuits or demands, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during, out of, or as a result of the performance of the terms of the contract between Proposer and Clerk and, arising during out of or as a result of Proposers' presence, or travel to, or from the Clerk's office or Palm Beach County Courthouse.

It is the Clerk's policy based on existing law to decline to agree to indemnify any entities or persons in contractual agreements. The proposed contract will not include an indemnification required by the Clerk or the Clerk's office on behalf of the Proposers, or its agents, or employees. By submitting a Reply, Proposer acknowledges and agrees to the indemnification provisions herein.

1.11 Disclaimer (Required Contract Provision)

Neither the Board of County Commissioners, Palm Beach County nor the Clerk is responsible for any accident, injury, damages, losses, claims, costs, expenses or harm of any kind arising out of or from its associations or business transactions with Proposer and Proposer waives, relinquishes and gives up forever, all claims, actions, or causes of action that may arise from, out of or as a result of this agreement, except for claims limited to damages for breach of the contract or claims for monies due and unpaid under the terms of the contract by and between Proposer and Clerk.