

**Contra Costa County Employees' Retirement Association
("CCCERA")
Request for Proposals to Provide
Disability Retirement Legal Services**

The Contra Costa County Employees' Retirement Association ("CCCERA") invites proposals from experienced attorneys and law firms in response to this Request for Proposals ("RFP") to provide disability retirement legal services to CCCERA. CCCERA intends to select one or more attorneys or law firms as approved disability retirement legal services providers, subject to the number and quality of the responses to this RFP and CCCERA's assessment of its needs for disability retirement legal counsel.

**SECTION I
BACKGROUND**

CCCERA is a contributory defined benefit pension plan covering the employees of the County of Contra Costa and other participating agencies pursuant to the County Employees Retirement Law of 1937, California Government Code Section 31450, *et seq.* CCCERA was established on July 1, 1945, to provide retirement allowances and other benefits to the safety and general members employed by Contra Costa County.

Currently, Contra Costa County and 16 other participating agencies are members of CCCERA. The participating agencies include:

Bethel Island Municipal Improvement District
Byron, Brentwood, Knightsen Union Cemetery District
Central Contra Costa Sanitary District
Contra Costa County Employees' Retirement Association
Contra Costa Housing Authority
Contra Costa Mosquito and Vector Control District
First 5 - Children & Families Commission
In-Home Supportive Services Authority (IHSS)
Local Agency Formation Commission (LAFCO)
Rodeo Sanitary District
Superior Courts of Contra Costa County
Contra Costa Fire Protection District
East Contra Costa Fire Protection District
Moraga-Orinda Fire Protection District
Rodeo-Hercules Fire Protection District
San Ramon Valley Fire Protection District

In addition, CCCERA administers retirement, disability, or survivor benefits to retirees or beneficiaries of the following former participating agencies:

Alamo-Lafayette Cemetery District
City of Pittsburg
Delta Diablo Sanitation District
Diablo Water District
Ironhouse Sanitary District
Kensington Fire Protection District
Superintendent of Schools - Contra Costa County Office of Education
Stege Sanitary District

CCCERA, with its own governing board, is an independent governmental entity separate and distinct from the County of Contra Costa. The 12 member Board of Retirement is responsible for the general management of CCCERA. Of the twelve members, three are alternates, one for the appointed members, one for safety, and one for retirees. Five Board members are appointed by the Contra Costa County Board of Supervisors, one as an alternate. Four Board members, including the safety alternate, are elected by CCCERA's active membership. Two Board members are elected by the retirees, one as an alternate. The County Treasurer serves as an ex-officio member. Board members, with the exception of the County Treasurer, serve three year terms in office, with no term limits.

CCCERA's current membership includes approximately 13,000 active and deferred members and approximately 9,000 retired members. Net current plan assets total approximately \$8.4 billion.

SECTION II SCOPE OF SERVICES

CCCERA intends to select one or more attorneys and/or law firms as approved disability retirement legal services providers. The attorneys and firms selected will have demonstrable qualifications to handle the types of disability matters described below.

All disability cases are governed by the 1937 Act, California Government Code Section 31450, et seq.

Enclosed are two documents that provide more detail about CCCERA's disability process:

1. Section XII of the CCCERA Board Regulations, entitled: "Applications For Disability Retirement"; and
2. Disability Retirement Application and Hearing Policy

Disability counsel handles all aspects of the disability hearing process in close consultation with their client (CCCERA) and disability staff. Disability counsel is charged with scheduling and completing of all hearing phases in a timely manner. Often, disability applicants appear pro per.

Disability hearings typically focus on whether or not the applicant is permanently incapacitated. In cases where service-connected disability is sought by the applicant, hearings also focus on whether the applicant's job is a substantial cause of the incapacity. Disability counsel is responsible for developing the evidentiary record, including obtaining independent medical evaluations as appropriate.

For most non-safety tiers, Contra Costa County has adopted a unique disability standard, "substantial gainful employment," found in Gov. Code § 31720.1. Cases falling within 31720.1 often require review by a vocational expert.

Disability matters may also include threshold or right to file issues, effective date issues, privacy and confidentiality of medical and personnel records, and other disability retirement eligibility issues.

Disability counsel may be requested to handle writ of mandate petitions relating to disability matters.

Additionally, selected legal counsel may be requested to handle administrative hearings regarding matters (except disability matters) which the CCCERA Board of Retirement determines are necessary or appropriate to send to a referee pursuant to Government Code Section 31533. Such administrative hearings on non-disability matters are governed by the separate "Hearing Policy For Non-Disability Matters," enclosed.

Selected legal counsel may be requested to handle writ of mandate petitions relating to non-disability matters.

SECTION III CONTRACT PERIOD

The term of the retainer agreement will be for a three year period. CCCERA may, in its sole discretion, terminate the contract at any time during that term. CCCERA may, in its sole discretion issue up to two one year extensions of the retainer. CCCERA makes no representation as to the amount of disability work, if any, that may be given to any approved provider during the contract period.

SECTION IV GENERAL INFORMATION

No Contact

No contact with CCCERA Board members, CCCERA's General Counsel, and other CCCERA staff regarding the contents of this RFP will be allowed during the pendency of this RFP.

Due Date

Seven printed copies of your proposal and one CD or thumb drive containing electronic copies of all submitted documents are due no later than **5:00 p.m.** on February 9, 2018, in a sealed package or packages. All proposals must be delivered to:

CCCERA
1355 Willow Way Suite 221
Concord CA 94520
Attention: Deputy CEO

No Reimbursement For RFP Expenses

CCCERA will not provide reimbursement for any fees, expenses, or other costs incurred in connection with this RFP including the costs of preparing the response, providing any additional information and attending an interview or interviews. All material submitted in response to this RFP will become the sole property of CCCERA. CCCERA expressly reserves the right to utilize any and all ideas submitted in the proposals received unless covered by legal patent or proprietary rights.

Interviews

Interviews may be conducted at CCCERA's discretion. All attorneys and firms selected for interview will be notified of the interview date(s) at least one week in advance.

Confidentiality

All responses to this RFP become the property of CCCERA and will be kept confidential until such time as a recommendation for award of a retainer agreement has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act. If a respondent believes that any portion of its submittal is exempt from public disclosure, such portion may be marked "confidential." CCCERA will use reasonable and legally permissible means to ensure that such confidential information is safeguarded to the extent that CCCERA, in its independent judgment, concludes that the information is in fact exempt from disclosure, but CCCERA will not be liable for inadvertent disclosure of such materials, data and information. Proposals marked "confidential" in their entirety will not be honored and CCCERA will not deny public disclosure of all or any portion of submittals so marked.

By submitting information with portions marked "confidential", the respondent represents it has a good faith belief that such material is exempt from disclosure under the California Public Records Act and agrees to reimburse CCCERA for, and to indemnify, defend and hold harmless CCCERA, its officers, fiduciaries, employees and agents from and against: (a) any and all claims, damages,

losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever (collectively, "Claims") arising from or relating to CCCERA's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order.

SECTION V PROPOSAL REQUIREMENTS

Following is a list of the information to be provided. A proposal that does not include the information required below may be deemed non-responsive and subject to rejection.

In setting forth its qualifications, each attorney and or law firm shall provide, in concise but adequate detail, the information sought below. Responses shall be limited to 10 single-sided pages (not including resumes or attorney bios).

Management and Qualifications

Describe your experience and expertise in disability retirement law and related legal areas.

State the names of the attorneys who would be assigned to CCCERA and provide their resumes. Identify the attorney in charge and, for this attorney, provide three client references relating to engagements similar to the one described in this RFP.

Describe your firm's experience related to the services to be provided in response to this RFP, including a brief summary of any notable cases, hearings and/or matters handled by your firm which you feel demonstrate the nature and extent of your firm's expertise.

Identify the nature of any potential conflict of interest your firm might have in providing services to CCCERA. Also specifically state whether your firm has ever represented the County of Contra Costa, the Board of Supervisors for the County of Contra Costa and/or any employee groups or employee associations within CCCERA. If so, state the name of each such client, the nature of your representation and the time frame of your representation.

Identify any past, pending or threatened litigation or administrative or state ethics board or similar body proceedings to which you, your firm or any of your partners are a party and which would either materially impair your ability to perform the services enumerated herein and for which this RFP is issued or, if decided in an adverse manner, materially adversely affect the financial condition of your firm.

Rates, Costing and Billing Information

Proposals shall contain the following:

1. State the rates at which the services of attorneys or other paraprofessionals would be provided to CCCERA for the next **three years**¹. Include:
 - a. For each attorney whose resume is provided please list the standard/stated hourly rate for this provider and the hourly rate you propose to charge CCCERA.
 - b. Please note that CCCERA expects **not** to pay for travel time unless substantive work takes place during the travel time. Please address if and how travel time will be billed by all providers.
2. In addition, each firm may propose any alternative fee structure deemed appropriate as a supplement to the fees requested above.
3. State any special considerations with respect to billing or payment of fees and expenses that your firm offers and that you believe would differentiate it from other Proposers and make your firm's services more cost effective to CCCERA.
4. CCCERA expects to receive the lowest rate charged by your firm for its governmental and/or non-profit clients. If for any reason your firm is not prepared to do so, please indicate your reasons.

SECTION VI EVALUATION AND SELECTION

Evaluation Criteria

CCCERA will evaluate the proposals and make a recommendation to the full CCCERA Board for approval. The Selectors will consider the following factors:

1. Experience as counsel in disability and related areas.
2. Quality and depth of expertise and prior capability in providing similar services.

¹ Proposer billing rates are **fixed** for the three year initial term of the contract.

3. Anticipated cost of legal services and disbursements, including such factors as hourly rates, discounts, creative alternate fee arrangements and cost-effectiveness².
4. Information provided by client references.
5. Overall organization, completeness, and quality of proposal, including cohesiveness, conciseness, and clarity of response.
6. Interviews, if conducted.

Selection Process

CCCERA will initially review all proposals to determine responsiveness. Any proposal that does not address all requested requirements or is incomplete will be rejected.

CCCERA will evaluate all responsive proposals based on the criteria stated above. Reviewers may afford firms the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to the RFP.

CCCERA may conduct interviews with Proposers found to be most qualified to perform the services required, based upon the criteria listed in this RFP. If so, Proposers will be notified in advance of the proposed interview date.

All Proposers will be notified in writing once one or more firms have been selected.

SECTION VII PROPOSAL INSTRUCTIONS AND CONDITIONS

1. This RFP does not commit CCCERA to award a contract, pay any costs incurred in the preparation of a response, or procure or contract for services of any kind whatsoever. CCCERA reserves the right, in its sole discretion, to negotiate with any or all firms considered, or to cancel this RFP in whole or in part.
2. Proposers may be requested to clarify the contents of their proposal.
3. A proposing firm may be required to participate in negotiations and to submit hourly fee, price, costing, technical or other revisions to its proposal which may result from such negotiations.
4. All material submitted in response to this RFP will become the sole property of CCCERA.

² Although proposed fees will be given significant weight in the selection process, CCCERA reserves the right to negotiate with any firm selected, lower fees or a different fee structure.

Proposal Submission

Proposals **must** include a cover letter indicating the mailing address of the office from which the proposal is submitted, the name of the individual who will represent the firm as the primary contact person for the proposal, and the telephone, fax and e-mail information of the primary contact person.

Administrative Specifications

1. All proposals must be irrevocable for 180 days and signed by an authorized officer of the firm.
2. Successful Proposers must agree to provide CCCERA with audit access on request during the term of the contract and for 7 years thereafter.
3. CCCERA at any time, in its sole discretion, may terminate its contract with the selected firm(s), or postpone or delay all or any part of the contract, upon written notice to the selected firm(s).

SECTION VIII CONTRACT APPROVAL

CCCERA's selection of one or more successful Proposer(s) shall not be binding until it has been approved by CCCERA's Board of Retirement.