

## Request for Qualification (RFQ): Full-Scope Immigration Legal Services



**SUMMARY OF REQUEST:** The **OREGON STATE BAR** (“Bar” or “OSB”) is soliciting qualifications from legal services providers interested in providing Full-Scope Legal Services for persons at risk of deportation.

### RFQ SCHEDULE:

Issue RFQ	December 23, 2021
Deadline for submittal for responses to RFQ	February 7, 2022, 5:00 PM
Notice of Intent to Award Contracts	February 16, 2022
Anticipated Contract Start Date	February or March 2022

### BACKGROUND:

The Equity Corp of Oregon launched in 2018 as a collaborative endeavor to deliver legal services, including deportation defense, and related services to persons at risk of deportation (“ECO 1”). The ECO model is premised on the Vera Institute of Justice’s universal representation model.<sup>1</sup> In 2021, Oregon’s State Legislature appropriated bridge funding to Immigration Law Lab (“ILL”) to extend ECO’s services for an additional two years (“ECO Bridge”). ILL’s implementation of ECO Bridge includes three components: Navigation, Limited-Scope Legal Services and Full-Scope Legal Services. ILL has assigned OSB responsibility for administering contracts and oversight of 3.6 Full-Time Equivalent (FTE) Full-Scope Legal Services during the ECO Bridge extension.<sup>2</sup> Through this RFQ, OSB seeks to identify qualified legal services providers to perform between .8 and 1.4 FTE (a workload of 25 to 35 active cases).

### EXPECTATIONS:

Full-Scope legal services providers will provide free legal representation to financially-eligible individuals at risk of deportation and referred by the Equity Corp Clearinghouse.<sup>3</sup> Providers will:

- deliver culturally-responsive and high-quality representation at all stages of immigration court proceedings;
- participate in periodic placement conferences to review and assess new case referrals; and
- provide OSB with periodic workload and capacity reports.

Providers will enter a Full-Time Equivalent (FTE) based contract, where one FTE is expected to have available

<sup>1</sup> Pursuant to the universal representation model, representation is delivered to as many eligible clients as possible without a preliminary merits assessment.

<sup>2</sup>ORS 9.572(1)

<sup>3</sup> The Equity Corp Clearinghouse. All clients will be referred through the Clearinghouse, where all determination of intake procedures will have been done already.

capacity to provide Full-Scope legal representation in 25 active cases. One FTE, and the corresponding workload, can be allocated across multiple attorneys in a singular entity.

**COMPENSATION:**

One FTE (25 case workload) will receive monthly compensation of \$17,152. Providers can apply for 1 FTE or a fraction FTE, where compensation and workload will be appropriately prorated.

Compensation includes overhead, such as support staff, rent, and other costs of doing business, and litigation and expert expenses.

*All Applicants should review the sample Full-Scope Legal Services Agreement (Attachment 1) for additional detail regarding provider expectations, scope of work and compensation.*

**QUALIFICATIONS:**

Successful Applicants will possess the following qualifications:

- Be a 501(c)(3) organization or fiscally sponsored by one, or an entity organized under Oregon law capable of providing legal services;
- Have a mission, programming, or services that includes services to immigrants and/or culturally specific services;
- Have a history of and expertise in providing full-scope immigration legal services, including experience in removal defense, detention work and a broad variety of case types for three or more years (or, if a newer organization, since the organization’s launch) or a detailed plan to develop and establish proficiency in immigration legal services;
- Have strong connections to the client and geographic community;
- Establish a strong commitment to diversity, equity, and inclusion within the organization, as demonstrated by staff and board representation and education.
- Be culturally-responsive, as demonstrated by staff and board representation, as relevant, by communities affected by immigration enforcement, or by other factors;
- Does not restrict service based on immigration status;
- Have staff fluent in English and Spanish, and an articulated plan to work with individuals speaking other languages;
- Have strong internal managerial structures, reporting capabilities, and financial controls;
- Be able to provide full-scope removal defense services by the beginning of the contract period;
- Be committed to a Universal Representation model of service where all eligible individuals are defended;
- Demonstrates that all professionals involved in providing services under the subcontract have the appropriate professional licenses and are in good standing professionally; and
- Have demonstrated capability to productively collaborate with community-based organizations and relevant government stakeholders.

**RFQ REQUIREMENTS AND PROCEDURE:**

To apply, please submit a letter of interest. The letter should:

- Detail Applicant’s ability to meet each of the outlined Qualifications including:
  - how Full-Scope legal services fits into the organization’s mission, work and priorities;
  - proposed staffing model and, if applicable, plans to build or increase capacity; and

- the organization's plan and/or approach to ensuring staff have the capacity to provide high-quality and culturally-responsive representation;
- Describe applicant's current contracts for legal services or other representation.

Any questions regarding this RFQ can be directed to Keren Farkas, Chief Access to Justice Officer and Director of Legal Services Programs (kfarkas@osbar.org).

Applications will be accepted until February 7th at 5 P.M. Please email all materials to kfarkas@osbar.org with the subject line "ECO Bridge Full-Scope Legal Services." Please provide all materials in a single pdf document.

**Public Records:** This RFQ, correspondence related to the RFQ, one copy of each original proposal received in response to it, and all documents pertaining to the award of a contract shall be kept by the Oregon State Bar and made a part of a file or record which shall be open to public inspection. If a proposal contains any information that is considered a trade secret under ORS 192.345(2), each sheet of such information must be marked with the following legend: "This data constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192." The Oregon State Bar can protect trade secrets only to the extent permitted by the Oregon Public Records Law. The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance" ORS 192.345(2). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

**Investigation of References:** The Oregon State Bar reserves the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, and its completion or delivery of a project on schedule. The Oregon State Bar may postpone the award or execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation. The Oregon State Bar reserves its right to reject any proposal or to reject all proposals at any time prior to the Oregon State Bar execution of a contract.

**ATTACHMENT 1: FULL-SCOPE LEGAL SERVICES AGREEMENT**



**PARTIES.** The parties to this Full Scope Legal Services Agreement (“Agreement”) are the **OREGON STATE BAR** P.O. Box 231935, Tigard, OR 97281-1935 (“Bar” or “OSB”), and PROVIDER (“Provider”).

**1. DEFINITIONS:** For purposes of this Agreement, the following definitions shall apply:

- a. “Case” refers to an immigration matter with a single respondent or a lead respondent, regardless of the inclusion of riders;
- b. “Full-Scope” means complete legal assistance and representation reasonably required at all stages of a Case including, but not limited to, master calendar hearings, bond proceedings, competency hearings, merits hearings, state court proceedings for Special Immigrant Juvenile predicate orders and USCIS applications and proceedings, as applicable;
- c. “Post-Conviction and Related Relief” means post-conviction relief, federal habeas corpus, BIA appeals and post-BIA appeals, as applicable;
- d. “Culturally Responsive” means the service provider is respectful of, and relevant to, the beliefs, practices, cultures and linguistic needs of diverse consumer or client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, and/or preferred language or languages spoken at home, and that has the capacity to respond to the issues of diverse communities and require knowledge and capacity at systemic, organizational, professional and individual levels of intervention;
- e. “Equity Corp of Oregon 1 (ECO 1)” refers to a 2018 to 2021 pilot of universal legal representation and related services for persons at risk of deportation;
- f. “Innovation Law Lab” or “ILL” is a 501(c)3 organizations that leverages lawyers, software engineers, and community organizations to advance immigrant, refugee and migrant justice;
- g. “Equity Corps Clearinghouse” refers to ILLs process of assigning referrals;
- h. “One Full Time Equivalent (FTE)” refers to available capacity to provide Full-Scope legal representation in 25 active Cases;
- i. “Placement Conference” refers to a meeting where subcontractors, including Provider, review cases for proposed placement.
- j. “Monthly Report” refers to a monthly report detailing the number of placements Provider accepted and

denied that excludes any personally identifiable information and includes, when applicable, the reason for case denial.

**2. STATEMENT OF PURPOSE.** The 2021 Legislature enacted Section 173 of House Bill 5066, appropriating \$2,000,000 to the Oregon Department of Administrative Services (DAS) to distribute to Innovation Law Lab to fund representation and related services to Oregonians at risk of deportation. The allocated funding is intended to cover three service components: Navigation, Limited-Scope legal services and Full-Scope legal services. In November 2021, ILL assigned the OSB responsibility to administer and provide regulatory and fiscal oversight of the program's Full-Scope legal services component. The purpose of this Agreement is to engage Provider to perform # FTE of Full-Scope legal representation for qualifying persons at risk of deportation and referred through the Equity Corp Clearinghouse.

**3. SCOPE OF WORK:** Provider agrees to:

- a. Provide # FTE of free Full Scope legal services that is Culturally-Responsive, high-quality, consistent, client-centered and effective legal representation in service of clients referred through the Equity Corp Clearinghouse;
- b. Provide Post-Conviction and Related Relief representation when merited, per Provider's discretion;
- c. Participate in the Placement Conference process to consider new Cases referred through the Equity Corp Clearinghouse, including completing the Monthly Report, and, when applicable, declaring conflicts prior to the Placement Conference and, when applicable, detailing reasons for placement rejections; and
- d. Submit periodic capacity reports to OSB outlining, at a minimum, Cases opened and date opened, Cases pending, Cases terminated, last major event in the Case and date of event, date of termination and reason for termination, identification of relief strategy, Case merit outcome, and other information related to a significant change in capacity of the next reporting period; and
- e. Adhere to the General Terms and Conditions (attached as "Exhibit A") in addition to the obligations expressed within this Agreement.

**4. APPLICABLE WORKLOAD STANDARD:** A 1.0 FTE is expected to have available capacity of 25 active Full-Scope legal representation Cases. Upon express approval of OSB, Provider's workload may incorporate still pending Cases accepted through the Equity Corp Clearinghouse in ECO 1. Parties acknowledge that Case complexity and capacity challenges may require deviation from this standard. Requests to reject new Case referrals from the Placement Conference for any reason shall be made in writing to ILL, with a copy to the OSB, seven days prior to the Placement Conference.

**5. COMPENSATION AND INVOICING:** This Agreement is an FTE-based contract. Provider will receive a monthly payment to fund performance of # FTE, as outlined in the attached Payment Schedule by the last business day of each month for work performed the previous month. Payment shall be contingent upon the OSB's receipt of its Monthly Report as detailed in Paragraph 10.

**6. PERIOD OF PERFORMANCE:** Provider's period of performance starts February #, 2022 and runs through June 30, 2023.

**7. CANCELLATION FOR CONVENIENCE.** Either Party may cancel this Agreement at any time on sixty (60) days

written notice. In the event of termination, Provider shall protect the legal rights of its clients and actively assist with the transfer of Cases, consistent the contract obligations and Oregon’s Rules of Professional Conduct (RPC).

**8. CANCELLATION FOR MATERIAL FAILURE TO PERFORM BY PROVIDER:** If Provider materially fails to perform the terms and conditions of the Agreement (“Breach”) and is unable to remedy the failures in a timely and acceptable manner, the Bar may suspend or terminate all or part of this Agreement. Prior to any termination or suspension, Provider will be notified in writing of the need to cure a Breach and, absent extraordinary circumstances, will have 30 days to cure a Breach.

**9. TERMINATION PROCEDURE:** Upon termination of the Agreement for any reason, the Bar shall only be required to pay for services actually performed up to the effective date of termination, based on the compensation schedule.

**10. DATA COLLECTION AND WORKLOAD REPORTING:** Provider shall submit a Monthly Report by the 15th day of the following month. In addition, Provider shall submit periodic capacity reports as described in Section 3.d. Provider shall also respond to reasonable requests by OSB for workload data and narrative reports. If a request by the OSB seeks materials that Provider deems as privileged, the Provider will provide notice to the OSB that the request encompasses privileged materials and provide a privilege log of those materials that Provider deems privileged. OSB and the Provider shall meet within seven days to discuss whether production of the privileged material is necessary, or if alternative non-privileged information may satisfy the request. In the event that the Parties do not reach agreement, either Party may invoke the Dispute provisions of the General Terms and Conditions (Exhibit A) to resolve the issue.

**11. EFFECTIVE DATE.** This Agreement shall be in effect upon signature by both parties.

**12. ENTIRE AGREEMENT.** This Agreement, the General Terms (Exhibit A) and Payment Schedule represents the entire Agreement of the parties; it may be modified only in writing signed by both parties. If any provision of this Agreement is held to be unenforceable by a court of law, the remainder of the Agreement shall remain in full force and effect. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of any other provision of the Agreement or of any subsequent breach.

**OREGON STATE BAR**

By: \_\_\_\_\_  
Ankur Doshi, General Counsel

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Tax I.D.#: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A – GENERAL TERMS AND CONDITIONS



**PARTIES.** The Parties, the Oregon State Bar (“Bar” or “OSB”) and PROVIDER (“Provider”) to the Full Scope Legal Services Agreement (“Agreement”) agree to be further bound by the General Terms and Conditions as set forth within this document.

- 1. RIGHT TO MONITOR.** The Bar reserves authority to monitor Provider and assess compliance with the terms of the Agreement, the General Terms and Conditions, any applicable standards required under law, and standard practices within the profession.
- 2. ASSIGNABILITY.** The obligations of Provider under the Agreement are not assignable or delegable without the prior written consent of the Bar.
- 3. INDEPENDENT CONTRACTOR STATUS.** Provider represents and warrants that Provider is an independent contractor, neither an employee nor an agent of Bar. Upon request, Provider shall provide Bar with proof that Provider is engaged in business as an independent contractor.
- 4. COMPLIANCE WITH LAWS.** Provider shall comply with all existing or subsequently enacted federal, state and local laws, ordinances, rules and regulations relating to the services to be performed under the Agreement, including but not limited to paying all taxes, insurance or other contributions measured by the compensation paid to Provider, and filing all compliance reports related thereto. Upon request, Provider shall furnish Bar with proof that all such obligations have been fulfilled.
- 5. LICENSING AND ACCREDITATION STANDARDS.** Provider shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements necessary in the performance of this Contract.
- 6. NONDISCRIMINATION.** During the performance of this Contract, Provider shall comply with all federal and state nondiscrimination laws, regulations, and policies.
- 7. PROTECTION OF CONFIDENTIAL INFORMATION.** Provider shall implement physical, electronic, and managerial safeguards to prevent unauthorized access to Clients’ Personal Information.
- 8. CLIENT OR THIRD PARTY COMPLAINT:** Provider shall have a procedure for responding to complaints regard the performance of any attorneys under the Agreement. Upon request, Provider shall furnish Bar with a copy of the procedure.
- 9. INSURANCE:** Provider shall maintain adequate Professional Liability insurance to cover all program activities by Provider. Upon request, Provider shall provide OSB a certificate of insurance, which outlines the coverage and limits defined in the insurance section. In the event that the insurance certificate expires

during the contract period, Provider shall provide OSB with an updated certificate of insurance.

- 10. INDEMNIFICATION.** Provider shall defend, indemnify and hold harmless Bar and its officers, board members, employees and agents, against any claim, liability, loss, cost or expense (including attorney fees and other costs of litigation) caused by, arising from or relating to the acts or omissions of Provider in the performance of services under this Agreement, including but not limited to any claim that Provider is not an independent contractor.
- 11. DISPUTES:** If a dispute arises that cannot be resolved directly between parties, Parties shall participate in mediation or arbitration prior to any judicial or quasi-judicial action. Parties will work in good faith to identify a mutually agreeable option and share associated costs.
- 12. RETENTION AND ADAQUACY OF RECORDS:** Provider agrees to retain all books, records, and other documents relevant to the Agreement for six years after final payment or until after the resolution of any audit questions, whichever is longer. Auditors and any other duly authorized persons shall have full access to, and the right to examine, copy, and make use of all such materials.
- 13. NOTICES.** Any notice given in connection with the Agreement shall be in writing and shall be delivered by email, or hand or by certified mail, return receipt requested, to the proper party at the address shown in this Agreement. Notice to the Bar shall be addressed to Keren Farkas (kfarkas@osbar.org) with a courtesy copy to OSB's General Counsel ([gc@osbar.org](mailto:gc@osbar.org)). Notice to the Provider shall be submitted to the address below. Either party may change its address for notices by giving notice of the change in writing.

Provider Notice:

Name: \_\_\_\_\_  
Organization Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_  
Email: \_\_\_\_\_



