



**IMPERIAL VALLEY COLLEGE
REQUEST FOR PROPOSAL (RFP)**

**Legal Services for
Imperial Community College District**

RFP # 1006

**Proposal Due Date
Thursday, August 1, 2019
4:00 PM**

**Imperial Community College District
Purchasing Department
380 East Aten Road
Imperial, California 92251**



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**Notice to Legal Services Firms
Request for Proposals RFP # 1006**

NOTICE IS HEREBY GIVEN that the Imperial Community College District, hereinafter referred to as the District, acting by and through its Governing Board, will receive up to, but not later than Thursday, August 1, 2019, 4:00 PM responses (“RFP Responses” or “Proposals”) to this Request for Proposal RFP # 1006 (RFP) for **Legal Services for the Imperial Community College District.**

- 1. Proposal Submittal.** Proposals shall be submitted to the location specified below at or prior to the date/time set forth above:

IMPERIAL COMMUNITY COLLEGE DISTRICT
Purchasing Department
380 East Aten Road Imperial, CA 92251

- 2. Responsive Proposals.** Proposals must conform to and be responsive to this RFP and all other documents comprising the RFP. Proposals which are not in conformity with and responsive to the RFP will be subject to rejection for non-responsiveness. The District reserves the right to reject any or all Proposals, to accept or reject any one or more items of a Proposal, or to waive any irregularities or informalities in the Proposals or in the RFP process.
- 3. Proposals Held Firm.** No Proposal may be withdrawn for a period of ninety (90) days after the latest date for submittal of Proposals.
- 4. Obtaining RFP.** The RFP and related documents can be obtained at www.imperial.edu/RFP.

1.1.1. RFP Schedule. The District anticipates completing RFP activities in accordance with the following. The District reserves the right to amend the RFP Schedule.

RFP EVENT	DATE/TIME
Latest Date/Time for-Submittal of RFP	4:00 PM
Questions/Clarifications:	Tuesday, July 30, 2019
District Response to RFP Questions	Wednesday, July 31, 2019
Latest Date/Time for Proposal Submittal	4:00 PM
	Thursday, August 1, 2019
Committee Review of Proposals:	Monday, August 5, 2019
Interview/Presentations	Wednesday, August 7, 2019
District Issuance of Notice of Award	Wednesday, August 14, 2019
Governing Board of Trustees Approval	Wednesday, August 21, 2019
Contract Start Date	September 1, 2019

- 5. Non-Discriminatory Practices.** The District does not discriminate with regard to race, color, sex, national origin or physical disability in the award of contracts.

/s/ Imperial Community College District
Advertisement Dates

Tuesday, July 2, 2019
Tuesday, July 9, 2019



Request for Proposals RFP # 1006

Legal Services for Imperial Community College District

Imperial Community College District (“District”) invites qualified and experienced law firms to submit Proposals to this RFP to provide legal services described in this RFP and which are in the nature of general counsel services for a public higher education institution (“Legal Services”).

1. THE DISTRICT.

The District provides post-secondary education services for the large and diverse Imperial County population. As part of the California Community College system, the District offers education opportunities leading to Associates degrees, career program certification and college/university transfers in a variety of subject areas. The District also offers customized training designed to fit employers’ specific needs. In the 2016-2017 academic year, the District served nearly 7,000 students, The District’s primary campus is Imperial Valley College, situated on 160 acres in the midst of rich agricultural land. In recent years, with local voter support of two general obligation bond measures, the Imperial Valley Campus has been extensively modernized classrooms and added a state of the art 70,000 square foot science and classroom building as well as new Career Technical Education classrooms and labs.

The Imperial Valley Campus is within easy reach of communities of Brawley, El Centro and Calexico. Imperial County is located in the beautiful desert area of Southern California. Imperial County encompasses over 4,600 square miles in the southeastern California, free from urban pollution, noise and congestion. With a population of over 140,000, the Imperial County has thousands of acres of prime farmland that have transformed the desert into one of the most productive farming regions in the world. The County offers affordable housing and services. The mild sunny and dry winter temperatures attract thousands of visitors from around the world each year.

The District seeks to foster excellence in education that challenges students of every background to develop their intellect, character, and abilities, assist students in achieving their educational and career goals and to be responsive to community higher education needs. The District seeks to implement and maintain programs promoting student success.

The District has adopted core values to facilitate achievement of these objectives:

Excellence:	Providing superior service and educational learning opportunities to promote and enhance student learning and growth.
Integrity:	District actions taken with an internally consistent framework of principles that demonstrate forthright, honest and ethical behavior in all interactions.
Accessibility:	Building and creating an inclusive and accessible learning environment which provides equitable treatment for all, without discrimination.
Diversity:	Recognizing and valuing the strengths of our diverse backgrounds and perspectives in an environment that respects diverse traditions, heritages, and experiences.
Collaboration:	Encouraging recursive interaction of knowledge, experience and mutual learning of people who are working together toward a common creative goal.



- Innovation: Providing innovative approaches to learning, problem-solving and growth in response to a rapidly changing environment.
- Fiscal Integrity: Ensuring the fiscal integrity of the District to fulfill its mission.

2. REQUEST FOR PROPOSALS.

The RFP is for evaluation of firms submitting Proposals to assess the skills, knowledge and experience necessary to complete the Legal Services. Process and procedures for submittal of Proposals are set forth below. Proposals will be evaluated in accordance with criteria described in this RFP.

- 2.1. Obtaining RFP.** The RFP may be obtained at: www.imperial.edu/RFP.
- 2.2. District RFP Contact.** Questions and all other communications relating to the RFP must be submitted in writing and directed to the District RFP Contact:

Adriana Sano, Executive Assistant
Imperial Community College District
Email: Adriana.sano@imperial.edu
- 2.3. Responsive Proposals.** Proposals shall be responsive to material requirements of the RFP. A Proposal which is not responsive to material requirements of the RFP may be rejected by the District for non-responsive. Proposals which are submitted on forms or in a format different from that established in the RFP will be rejected for non-responsiveness. Conditional, incomplete or illegible Proposals will be rejected for non-responsiveness. All information and other matters disclosed in a Proposal must be complete and accurate, without omission of material facts or statements of fact that are false or misleading. Incomplete, inaccurate, omissions of material fact or statements of material facts that are false or misleading will result in rejection of a Proposal for non-responsiveness.
- 2.4. RFP Activities.** The District anticipates the RFP process will be completed in accordance with the following activities and the dates/times noted. The foregoing notwithstanding, the District expressly reserves the right to modify the RFP activities and/or dates/times for completion of RFP activities.

RFP ACTIVITY	DATE/TIME
RFP Advertisement	Tuesday, July 2, 2019 Tuesday, July 9, 2019
Latest Date/Time for Submittal of RFP Questions/Clarifications	4:00 PM Tuesday, July 30, 2019
Latest Date/Time for Proposal Submittal	4:00 PM Thursday, August 1, 2019
Interviews/Presentations	Wednesday, August 7, 2019
Notice of Intent To Award	Wednesday, August 14, 2019
Anticipated Board of Trustees Meeting for Contract Award	Wednesday, August 21, 2019
Contract Start Date	September 1, 2019

- 2.5. District Modifications to RFP.** The District expressly reserves the right to modify any portion of this RFP prior to the latest date/time for submission of RFP Responses, including



without limitation, the cancellation of this RFP. Modifications, if any, made by the District to the RFP will be in writing in the form of Addenda to the RFP. All addenda issued by or on behalf of the District shall become part of the RFP. ***Addenda will not be distributed directly to Respondents; Addenda will be distributed to Respondents only by posting on the District's web site: www.imperial.edu/RFP.***

Respondents are solely responsible for reviewing the District's web site to access Addenda.

- 2.6. No Oral Clarifications/Modifications.** The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. No Respondent shall rely on any oral clarification or modification to the RFP.
- 2.7. Modification/Withdrawal of Submitted RFP Response.** A Respondent may modify or withdraw a submitted RFP Response by written notice delivered and received by the District RFP Contact prior to the latest date/time for submitting RFP Responses.
- 2.8. Proposal Clarification Requests.** The District reserves the right, but is not obligated, to request a Respondent to provide clarification of its Proposal, provided that any such clarification request shall be limited to matters of a non-material nature.
- 2.9. Errors/Discrepancies/Clarifications to RFP.** If a Respondent encounters errors or discrepancies in this RFP or portions hereof, the Respondent shall immediately notify the District RFP Contact of such error or discrepancy. Any Respondent seeking clarification of any portion of this RFP shall submit the requested clarification in writing to the District RFP Contact. Responses of the District to any requested clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFP or other Respondents, the District will issue the clarification response by a written addendum posted on the District's website. All requests for clarification of this RFP must be submitted and actually received by the District no later than the date/time set forth in this RFP. The District will not respond to clarification requests submitted thereafter. All communications to the District shall be to the District RFP Contact set forth in this RFP.
- 2.10. Prohibited Interests.** No employee, officer, agent or representative of the District who is authorized in such capacity and on behalf of the District to take part in negotiations or to make, accept or approve the Contract subject to this RFP, shall have direct or indirect financial interest in the Contract or any part thereof. Proposer shall receive no compensation hereunder should bidder aid, abet or knowingly participate in violation of this article or breach or violation of this article, the District shall have the right to terminate the contract either in part or in whole and any loss or damage sustained by the District in procuring the services on the open market which the Proposer agreed to perform, shall be borne and paid for by the Proposer.
- 2.11. Unauthorized Communications.** Unless and except when requested to do so in writing by the District or as otherwise permitted by this RFP, Respondents shall not, prior to award of the Contract, communicate directly or indirectly, by any medium and by any means, with: (i) any member of the RFP Selection Committee; (ii) any consultant or professional retained by the District for the purpose of providing the District advice or professional services relating to the Project or the RFP; (iii) any employee or representative of the



District; or (iv) any member of the District's Board of Trustees.

- 2.12. Proposal As Irrevocable Offer.** Proposals shall be considered irrevocable offers for a period of ninety (90) days after the latest date for submitting Proposals and may not be withdrawn during this period without consent of the District.
- 2.13. Respondents Continuing Obligation.** Each Respondent is under a continuing obligation, commencing upon submission of its RFP Response, to immediately notify the District, in writing, if it learns that any of the following have occurred: (i) any statement made in any portion of its RFP Response was false, misleading or omits material facts rendering any statement in its RFP Response to be false or misleading; (ii) circumstances have occurred since the Respondent submitted its RFP Response that, if they had occurred prior to the date that the Respondent submitted its RFP Response, would have required the disclosure of such circumstances; or (iii) the Respondent has undergone a change in ownership in which ownership of fifty percent (50%) of more of its stock, ownership equity or assets has changed.
- 2.14. Public Records.** All materials submitted in response to the RFP are deemed property of the District upon submission to the District. Responses to the RFP and other materials submitted in connection therewith shall be deemed "public records" except for those marked or noted by a Respondent as "trade secrets" (as that term is defined and used in Civil Code §3426.1), "confidential" or "proprietary". Financial statements are not subject to disclosure under the Public Records Act. The foregoing notwithstanding, the District may reject for non-responsiveness a Response to the RFP which indiscriminately notes that the Response or portions thereof are "Trade Secret", "Confidential", or "Proprietary" and exempt from disclosure as a public record. Notwithstanding the designation of materials submitted in response to the RFP as "public records" such materials shall not be subject to disclosure under the Public Records Act until after the District has issued the Notice of Intent to Award Contract. The District is not liable or responsible for the disclosure of RFP Responses, or portions thereof, deemed to be public records, including those records exempt from disclosure if disclosure is required by law, by an order of a court of competent jurisdiction, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of an RFP Response deemed exempt from disclosure hereunder, by submitting an RFP Response, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a disinterested stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.
- 2.15. RFP Response Costs.** All costs and expenses incurred by a Respondent to prepare and submit a response to this RFP and all other related activities shall be borne solely and exclusively by the Respondent.
- 2.16. Respondent Compliance with Laws and Regulations.** Respondent shall comply with all ordinances, laws, and regulations applicable to the Legal Services subject to this RFP, including, but not limited to, the California Workers' Compensation Act, the Federal Equal



Employment Opportunities Act, and the Americans with Disabilities Act. Respondents are responsible for maintaining in force all permits and licenses required to provide the Legal Services subject to the RFP. All Legal Services shall be completed accordance with all applicable Federal, State, County and City laws, statutes and requirements.

2.17. Interviews, Negotiations.

2.17.1. District Reservation of Rights. The District may award the Contract without conducting interviews or negotiations. The District expressly reserves the right to conduct negotiations and discussions with Respondents submitting responsive RFP Responses. Such negotiations and discussions, if conducted by the District shall be conducted in a fair and impartial manner.

2.17.2. Interviews. Prior to engaging in negotiations with any Respondent, the District will conduct interviews of all Respondents timely submitting a responsive RFP Response. The scope, content and subject matters to be addressed at the interviews will be determined and established by the District. The District will provide all Respondents notice of the date/time/place, format and structure of the interview. Failure of a Respondent to attend its interview at the time and place designated by the District with all Respondent’s personnel required by the District as interview participants will result in rejection of such Respondent’s RFP Response for non-responsiveness.

2.17.3. Negotiations/Discussions. The District may, in the sole discretion of the District, engage in negotiations and/or discussions with one or more of the Respondents after completion of interviews. The nature and scope of the District’s negotiations/discussions with Respondents may include identical areas of inquiry for all Respondents, or differing areas of inquiry for different Respondents. The District shall have the sole discretion to establish the nature and scope of negotiations/discussions with a Respondent based on the District’s review of the Respondent’s RFP Response and the areas or subject matters reflected in the RFP Response that the District believes require additional discussion or negotiation with the Respondent. Negotiations/discussions may be conducted informally or in a formal structured manner, at the sole discretion of the District. Representatives of a Respondent engaged in negotiations/discussions with the District shall be authorized bind and commit the Respondent.

2.18. Contract Award. The RFP does not constitute a commitment by the District to award a contract. The District reserves the right to waive any informality and to reject any or all proposals and/or to cancel the RFP. The District expressly reserves the right to postpone the Proposal submittal date. Award of the Contract, if made, shall be made on the basis of the evaluation criteria established in the RFP. No contract award shall exist until executed and approved by the District’s Governing Board.

3. LEGAL SERVICES.

The Respondent selected through this RFP will serve as the District’s General Counsel providing Legal Services supporting the District’s education mission. The following generally describes the range of legal services the selected Respondent may be requested to provide during the Term of the Contract. The specific Legal Services provided by the selected Respondent will be subject to



assignment and direction by the District as described in the Contract.

3.1. General Counsel. Provide advice, counseling as requested relating to federal, state and statutes, ordinances and codes affecting the District; provide guidance and advice on legal, administrative or legislative matters affecting the District:

- California Public Records Act compliance
- Board policies and procedures
- P.O.S.T. and other Campus Police and Public Safety issues
- Brown Act compliance, development of Board agenda items
- Conduct workshops and seminars in areas such as: Equal Employment Opportunity, Non-Discrimination, Sexual Harassment Prevention and Awareness, Conflict of Interest, etc.
- Legal advice and representation of the District in administrative, alternative dispute resolution and litigation proceedings.
- Consult with Superintendent/President and/or designee of changes in the laws that would affect existing District Board Policies and/or require new District Board Policy.

3.2. Employment Law/Labor Relations. Provide legal services for matters relating District employment and labor relations. Employment Law/Labor Relations Legal Services may include without limitation:

- Provide legal review of collective bargaining issues.
- Provide mediation and fact-finding or other impasse situations.
- Assistance in regards to labor negotiations.
- PERB proceedings (representation and unit matters, unfair practices charges, etc.).
- Assist in the arbitration of employee grievances.
- Hearings or litigation arising out of the Education Employment Relations Law.
- Termination, discipline, staffing and other related workplace disputes.
- Review Board Policies, Administrative Procedures, and personnel procedures.
- Supplemental advice on Worker's Compensation Insurance and workplace-related personal injury issues.
- Employee compensation and fringe benefit issues (i.e. STRS, PERS, COBRA, FICA).
- Wage and labor issues under FLSA.
- Discrimination and sexual harassment, including the Americans with Disabilities Act and the Older Workers' Benefits Act, Section 504.
- Education Code.
- Equal Employment Opportunity.
- California Title 5 and Federal Title 9
- Investigation of workplace complaints and grievances.
- Serve as District spokesperson for labor negotiations when designated.

3.3. Student Affairs. Provide legal services for a broad range of issues affecting student, student services and delivery of education services. Student Affairs Legal Services may include without limitation:

- Provide advice on Student Services and instructional issues.
- Provide advice on student discipline, code of conduct.



Federal Title 9 compliance.
Provide advice on Federal programs (financial aid, VA, etc.).
First amendment/freedom of expression issues.

3.4. Business and Financial Affairs. Provide Legal Services supporting the District’s administrative, financial and general services operations. Business and Financial Affairs Legal Services may include without limitation:

Provide advice and assistance with Intergovernmental agreements, partnerships and business services contracts (drafting, reviewing, negotiating and related litigation).
Provide advice related to real property transactions (purchase, sale, lease, property rights, etc.) compliance with Education Code requirements
Provide advice related to budget, finance, audits and auditors.
Foundations and Auxiliary organizations operations.
Advice on Financial Aid (Bankruptcy, filings).
Public finance, including reporting obligations and audit.
Provide supplemental advice on District insurance contracts, insurance claims and litigation relating to insurance policies or insured claims.
Provide interpretation and advice on contracts drafting, reviewing, negotiating and related litigation in accordance to Public Contracts Code, Education Code, Government Code requirements.

3.5. Required Skills, Knowledge and Qualifications. The selected Respondent must demonstrate the Respondent’s substantial skills, knowledge and qualifications in the following:

Application, interpretation and enforcement of state, federal and local laws, codes, regulations, administrative decisions and judicial opinions as they relate to California Community College Districts.
Legal representation of local public agencies and publicly elected governing boards with multi-million dollar annual budgets.
Legal representation of California public education institutions, particularly community college districts.
Public education labor, personnel and workplace matters.
Education Code with specific experience in Article 41 (including student and professional issues).
Brown Act, Political Reform Act and Government Code §1090 conflicts of interest.
Public agency ethics and transparency obligations.

3.6. State Bar Membership; Conflicts. All attorneys of the selected Respondent must be members in good standing of the California State Bar. All Legal Services must be completed by or under the direction and control of employees of the Respondent who are members of the the California State Bar. The selected firm will be required to declare that it will represent the District to the exclusion of all other clients having potential conflicts with the interests of the District.

3.7. Required Insurance Policies. The following policies of insurance with the minimum coverage limits noted below will be required for the Respondent awarded the Contract. Each Proposal must be accompanied by Certificates of Insurance evidencing compliance with the following:



Policy of Insurance	Minimum Coverage Limits
Comprehensive General Liability Insurance	One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate
Workers Compensation Insurance	In accordance with legal requirements
Employers Liability Insurance	One Million Dollars (\$1,000,000)
Professional Liability Insurance	One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate

4. PROPOSAL SUBMITTAL.

Proposals responding to the RFP must be in the form and format described below. Each proposal shall be prepared simply, providing the straightforward, concise description of the proposer's ability to meet the requirements of the RFP.

4.1. Proposal Delivery. Proposals must be delivered to the District at or prior to the latest date/time for submitting Proposals at the location designated in the RFP in a sealed envelope with the envelope exterior prominently marked with the name of the Respondent, description of the RFP and the RFP number. Proposals submitted verbally or by facsimile, email or in any other manner **will not** be accepted.

4.2. Proposal Copies. Each Proposal submittal shall consist of:

- Original Proposal
- Three (3) bound copies of the Proposal
- One (1) un-bound copy of the Proposal
- One (1) digital pdf file of the Proposal

The Original Proposal must be prominently marked as “ORIGINAL” and all documents included with the Proposal which require signatures must bear original signatures of the authorized employee of the Respondent.

The digital file of the Proposal must be submitted on CD, flash drive, thumb drive or memory stick. Respondents are solely responsible for submitting a digital file of the Proposal that can be read and not corrupted. The digital file may not be submitted as a link to the uploaded digital file.

4.3. Proposal Format. Proposals must be organized and submitted in the following format:

Tab 1; Form A. Cover letter expressing the Respondent’s interest and general description of Respondent qualifications and capabilities to complete Legal Services and completed and executed Proposal Form A, General Information.

Tab 2; Form B. Completed and executed Proposal Form B, Qualifications Statement.

Tab 3; Form C. Completed and executed Proposal Form C, Proposed Personnel Experience. For each individual proposed to provide Legal Services, provide the name(s), title(s), qualification(s), license information, availability and principal office location. Include an organizational chart illustrating roles and responsibilities of the Respondent’s proposed personnel.

Tab 4; Form D. Completed and executed Proposal Form D, Proposed Fees.



Tab 5; Form E. Completed and executed Proposal Form E, Proposal Verifications.

Tab 6; Form F. Completed Proposal Form F, References.

Tab 7; Form G. Completed Proposal Form G, Addenda Acknowledgement.

Tab 8; Insurance Certificates of Insurance. Attach copies of the Respondent's Certificates of Insurance:

- General Liability Insurance
- Workers Compensation Insurance
- Employers Liability Insurance
- Professional Liability Insurance

Tab 9; Appendices. Completed and executed Appendices forms included with the RFP:

- Appendix A Non-Collusion Affidavit
- Appendix B Equal Opportunity Affirmative Action Statement
- Appendix C Workers Compensation Certification
- Appendix D Contract Acceptance; Contract Amendment Request
- Appendix E Proposal Submittal Checklist
- Appendix F Respondent Certificates of Insurance

5. EVALUATION OF PROPOSALS.

- 5.1. General.** Proposals will be evaluated based upon qualifications of the firm and personnel, innovativeness, demonstrated knowledge, experience with providing Legal Services for California community colleges, specific skills, knowledge and experience in the specific Legal Services areas described in the RFP and estimated fees. Proposals will be reviewed and evaluated by the Selection Committee of District representatives appointed by the Superintendent/President. The Selection Committee will recommend award of Contract to the Governing Board; award of the Contract will be by action of the Governing Board.
- 5.2. Selection Committee.** Timely submitted Proposals will be reviewed and evaluated by each member of the Selection Committee which consists of District representatives appointed by the Superintendent/President. The Selection Committee members will also participate in interviews of Respondents, if the District engages in an interview process. The Selection Committee will make a recommendation to the District's Board of Trustees for award of the Contract. Notwithstanding the Selection Committee recommendation for award of the Contract, authority to award the Contract is vested solely in the District's Board of Trustees.
- 5.3. District Policy.** It is the policy of District that the selection of firms to provide professional services be based on the demonstrated competence and qualifications to complete the required professional services at a fair and reasonable price to District.
- 5.4. Evaluation Criteria; General.** Proposals will be evaluated based upon qualifications of the firm and personnel, innovativeness, demonstrated knowledge, experience with providing Legal Services for California community colleges, specific skills, knowledge and experience in the specific Legal Services areas described in the RFP and the fee proposal.
- 5.5. Proposals Scoring.** Each Proposal will be scored by each Selection Committee member. Proposal scores of each Selection Committee member will be based on the following criteria and



criteria scoring:

Evaluation Criteria	Criteria Scoring
Qualifications and skill, knowledge and experience of the Respondent and its proposed personnel	30 Points
Experience and client references for similar Legal Services provided to other California community college districts	25 Points
Fee Proposal	25 Points
Responsiveness of Proposal to RFP Requirements	5 Points
Interview	10 Points

5.6. Notice of Intent To Award Contract. After the Selection Committee completes review of Proposals and conduct of interviews, if any, the Selection Committee will identify the Respondent that the Selection Committee will recommend to the Board of Trustees for award of the Contract. The District will issue a written Notice of Intent to Award Contract (“Notice of Intent”) to all Respondents timely submitting a Proposal. The Notice of Intent will identify the Respondent to whom the Contract award is recommended, along with the date, place and starting time of the Board of Trustees meeting at which action to award the Contract is anticipated.

5.7. Award of Contract. Award of the Contract, if made, will be by action of the District’s Board of Trustees to the Respondent submitting the highest scored Proposal based on the evaluation criteria and criteria scoring set forth in this RFP. The District expressly reserves the right to waive minor irregularities in Proposals or the submittal of Proposals. The District may reject all Proposals.

[END OF SECTION]



PROPOSAL FORM A
COVER LETTER & GENERAL INFORMATION

Cover Letter**Cover letter must include the information noted below in a letter format.**

The individual who is authorized to bind the Respondent must sign the cover letter. This cover letter must include a confirmation that the person executing the cover letter for the Respondent is authorized to do so and must indicate the title or position that the signer holds in the Proposer's firm. **An unsigned cover letter shall cause the Proposal to be rejected.** The cover letter must contain a statement that the Proposer acknowledges that all documents submitted pursuant to this request for proposal process will become a matter of public record. The letter must also contain the following:

- The Proposer's name, address, e-mail, telephone, and facsimile number.
- The Proposer's Federal Employer Identification Number and Corporate Identification Number, if applicable.
- The name, title or position, email address and telephone number of the individual signing the cover letter.
- A statement indicating the signatory of the cover letter is authorized to bind the Proposer to the Proposal.
- The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
- A statement to the effect that the Proposal is a firm and irrevocable offer, good for 90 days from the latest date for submitting Proposals.
- A statement expressing the Proposer's willingness and ability to perform the services as described in this RFP.
- A statement indicating that all forms, certificates and compliance requirements of the RFP are completed and duly submitted with the Proposal.
- A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all Legal Services described in the RFP as assigned.

Attach the completed and executed General Information Questionnaire (Proposal Form A) with the cover letter.

[END OF SECTION]



PROPOSAL FORM A
GENERAL INFORMATION QUESTIONNAIRE

Complete and submit the following General Information Questionnaire as an attachment to the cover letter.

Firm Name	_____
Principal Office Address	_____ (Street Address) _____ (City, State and Zip Code)
Service Office Address for Proposed Personnel completing Legal Services (if different from Principal Office)	_____ (Street Address) _____ (City, State and Zip Code)
Principal Office Telephone/Fax	(____) _____ (____) _____ (Telephone) (Fax)
Principal Office Telephone/Fax	(____) _____ (____) _____ (Telephone) (Fax)

Respondent Contact Information. Complete the following for the Respondent’s contact person for RFP communications.

Contact Person Name	_____
Contact Person Address	_____ (Street Address) _____ (City, State and Zip Code)
Respondent Contact Person Telephone/Cell Phone	(____) _____ (____) _____ (Telephone) (Fax)
Respondent Contact Person Email	_____ (Email Address)

[CONTINUED NEXT PAGE]



Form of Entity. Check appropriate box describing Respondent’s form of entity.

- Corporation _____
(State of Incorporation & Corporate Registration No.)
- Partnership _____
(Describe type of partnership i.e., general partnership, limited partnership)
- Limited Liability Company
- Limited Liability Partnership
- Joint Venture
- Sole Proprietorship

Years In Business. How many years has the Respondent provided Legal Services under Respondent’s current trade/business name? _____

Prior Trade/Business Name. Has the Respondent, in the prior ten (10) years conducted business under a trade name or business name that is different than the Respondent’s current trade/business name?

- Yes
- No

If “Yes” identify all trade/business names used by Respondent in the prior ten (10) years:
_____.

Date _____

By: _____

Title: _____



**PROPOSAL FORM B
QUALIFICATIONS STATEMENT**

For each of the following questions please limit your response to no more than one page per question. Each Proposal shall specifically address the following topics. Please refrain from submitting general marketing materials which do not explicitly respond to the questions below. Ensure each question is numbered per the RFP and each question is clearly identified and precedes the response.

1. PROFILE AND OVERVIEW OF THE PROPOSER.

1.1. General Overview of the Firm:

1.1.1. Describe the philosophy and areas in which the Proposing Firm excels especially as it relates to this RFP.

1.1.2. Include references to reputation, judgement and efficiency of the firm in general.

1.2. Identify the area of Service the Proposer will be submitting the Proposal for (Proposers have the option to submit their Proposal in all areas of specialization and or choose one or more areas, based on the expertise of the Firm):

- General Counsel
- Employment Law/Labor Relations
- Student Affairs
- Business and Financial Affairs
- Bond Counsel

2. SIZE, SCOPE AND CAPACITY OF THE PROPOSER.

2.1. Location of your firm’s main office.

2.2. Size of the firm, including the total number of attorneys state-wide. List by name the partners and/or attorneys and the paralegals in your firm that will be assigned to District matters. Include professional memberships, certifications, and licenses for key individuals assigned to the District.

2.3. If the Respondent’s personnel assigned to complete Legal Services do not maintain their primary office in the Respondent’s principal office, identify the local/regional service office of the Respondent where the personnel assigned to complete Legal Services maintain their primary office. For each local/regional office identified, provide a description of the attorneys and paralegals situated in each local/regional office.

3. RESOURCES TO BE COMMITTED TO THE DISTRICT

3.1. Number of attorneys with experience under the category of service you are submitting this proposal under; General Counsel, Employment & Labor Relations, Student Affairs, Business and Financial Affairs and Bond Counsel on behalf of community college districts, broken down by partner and associate:

- General Business Counsel:
- Employment & Labor Relations:
- Student Affairs:
- Business and Financial Affairs:
- Public Construction:



Bond Counsel:

- 3.2. Describe the District’s priority to your firm as compared to the time demands of other clients, including response time to questions and requests for on-site meetings.
- 3.3. Describe the level of attorney (e.g. senior or junior partner, senior associate, etc.) to be used on various aspects of District legal matters.

4. CLIENT EXPERIENCE

- 4.1. Provide a summary of the firm’s experience (under the category of service you are submitting this proposal under; General Counsel, Employment & Labor Relations, Student Affairs, Business and Financial Affairs, and Bond Counsel) broken down by type of entity (e.g. community college, K-12, public sector entities, private sector clients).
- 4.2. Provide a summary of your firm’s Community college experience and the experience of the staff to be assigned to the District under; General Counsel, Employment & Labor Relations, Student Affairs, Business and Financial Affairs, and Bond Counsel.
- 4.3. For each attorney, please state the number of jury and/or bench trials, mediations, and arbitrations (binding and non-binding) that s/he has had (under the category of service you are submitting this proposal under; General Counsel, Employment & Labor Relations, Student Affairs, Business and Financial Affairs, and Bond Counsel) in the last ten years:

- General Counsel
- Employment Law/Labor Relations
- Student Affairs
- Business and Financial Affairs
- Bond Counsel

- 4.4. How many total cases has your firm handled in (under the category of service you are submitting this proposal under; General Counsel, Employment & Labor Relations, Student Affairs, Business and Financial Affairs, and Bond Counsel) the past ten years?

- General Counsel
- Employment Law/Labor Relations: Student Affairs
- Business and Financial Affairs
- Bond Counsel

- 4.5. State the number of public entity clients your firm currently represents in the various areas of public agency law, broken down by the following categories. Without providing the name of your public agency clients, identify the type of public agency (e.g., state, county, city, university, college, community college, school district, etc.):

- General Counsel
- Employment Law/Labor Relations
- Student Affairs
- Business and Financial Affairs
- Bond Counsel

5. APPROACH AND METHODOLOGY

- 5.1. Describe how you determine to staff a case for your public entity clients.
- 5.2. Explain the creative, problem solving and technical competency of the proposed team/staff to



be dedicated to the District.

- 5.3. What is the proposed team's approach to working collaboratively with the District?
- 5.4. Does your firm provide monthly status reports on the matters you handle for public agency clients? If so, describe the type of information the status reports contain. Do you charge your public agency clients for preparing monthly status reports? If so, how much?
- 5.5. For the attorneys that you will assign to work on District matters, approximately how many closed sessions have such attorneys attended in the last ten years?
- 5.6. Does your firm provide preventive risk counseling? If so, describe the type of preventive risk counseling that your firm provides to public agency clients.
- 5.7. What is your approach, process and methodology for cost control? Cite examples if any of cost control initiatives implemented with public agency clients comparable to the District's size and scope.
- 5.8. Does your firm provide training to public agency employees in the areas of labor, general business and construction law? If so, describe the type of training your firm has provided to other public agencies. Do you charge your public agency clients for training services, and if so, how much?
- 5.9. Does your firm provide budgets for legal fees and costs for each matter you handle for public agency clients? If so, describe the type of budget information the report contains. Do you charge your public agency clients for preparing budget reports, and if so, how much?
- 5.10. The law is a very complicated field. When you provide written responses, what is your approach to presenting something that a lay person can understand? How does your firm typically communicate with clients (e.g., verbal responses, email, or formal written legal opinion)?
- 5.11. The District would like to develop a relationship with one attorney. In your firm, are you able to coordinate internally so that you have another attorney who is prepared to provide us with the same level of support in your absence?
- 5.12. What experience do you have working with a Public Information Office and the press to get ahead of issues that may be publicized? How can you help the District manage public perception of legal issues?
- 5.13. Within the past ten (10) years has a complaint been filed with the California State Bar against your firm or any attorney of your firm? If yes, provide details of each complaint.
- 5.14. Within the past ten (10) years has any claim been asserted or made against your firm's professional liability insurance policy? If yes, provide details of each claim.
- 5.15. Within the past ten (10) years have any mediation, arbitration, judicial or administrative proceeding been commenced against or involving your firm, any partner or any attorney employed by your firm which related to Legal Services provided by your firm? If yes, provide details of each claim.
- 5.16. Within the past ten (10) years entered in a settlement agreement or similar instrument which relates to alleged liability of your firm, any partner of your firm or any attorney employed by your firm relating to Legal Services? If yes, provide details of each settlement agreement.
- 5.17. Within the past ten (10) years, has a judgment been entered against your firm, any partner of your firm or any attorney employed by your firm which relates to Legal Services? If so,



provide details of each such judgment.

- 5.18. Are there any current pending mediation, arbitration, judicial or administrative proceeding against your firm any partner of your firm or any attorney employed by your firm relating to Legal Services? If yes, provide details of each such pending proceeding.
- 5.19. Is there now pending any legal action alleging malpractice or violations of law committed by any partner of the firm or any attorney employed by the firm?
- 5.20. Are there pending legal or disciplinary actions against your firm or any partner of your firm or any attorney employed by your firm by any state or federal regulatory agency? Please describe. Please include information about any criminal indictments or convictions against the firm or any partner of your firm or any attorney employed by your firm where the charges involved an offering of municipal securities anywhere in the United States. Also, include information about any material pending legal action or settlement or judgment involving a claim of fraud, whether civil or criminal.
- 5.21. Describe any existing or potential conflict of interest arising from your relationships with, or representations of, other parties that should be considered as a factor in determining your objectivity. Please provide sufficient facts, legal implications and possible effects in order for the District to appreciate the significance of each potential conflict.

[END OF SECTION]



**PROPOSAL FORM C
PERSONNEL & PERSONNEL EXPERIENCE**

Respondent: _____

1. **Proposed Personnel.** The following personnel are proposed for completing Legal Services:
2. **Partner/Principal-In-Charge:** _____
3. **Legal Services Areas.** The following personnel are proposed for each area of Legal Services described in the RFP.

	Partner	Associate	Of Counsel
General Counsel			
Employment Law/Labor Relations			
Student Affairs			
Business and Financial Affairs			
Bond Counsel			

4. **Personnel Qualifications.** Using the following, provide a summary of the qualifications of the personnel identified in Paragraphs 2 and 3 above.

Name		
Title		
California Bar	California State Bar Number	
	Year of California Bar Admission	
Office Location		
Role/Legal Services Area		
Qualifications (attach short summary)		
How Long in Current Position With Respondent?		
Legal Services Experience Prior to Respondent		
How Long in Relevant Practice?		
Other Relevant Experience		
Billing Rate		



**PROPOSAL FORM D
FEE PROPOSAL**

Provide the following information regarding the various fees and hourly rates to be charged to the District. Hourly rates shall be charged in quarter-hour intervals or greater. Please indicate if these fees apply to the areas of specialization that the Proposal is being submitted for.

TYPE OF SERVICE: (General Counsel / Employment & Labor Relations/ Student Affairs/ Business and Financial Affairs and Bond Counsel)			
	2019-2020	2020-2021	2021-2022
Hourly Rate for Partner	\$	\$	\$
Hourly Rate for Attorney	\$	\$	\$
Hourly Rate for Associate	\$	\$	\$
Hourly Rate for Paralegal	\$	\$	\$
Hourly Rate for Telephone Consultation	\$	\$	\$
Hourly Rate for Court Litigation	\$	\$	\$
Hourly Rate for Administrative Proceedings	\$	\$	\$
Hourly Rate for Travel (portal-to-portal)	\$	\$	\$
Hourly Rate for Attendance at Board Meetings & Closed Sessions	\$	\$	\$
Cost for fax transmission/receiving	\$	\$	\$
Cost for printing/duplication	\$	\$	\$

List any other types of services generating a cost to the District which are not included in the fees shown above, plus a formula or explanation as to how these additional costs will be determined and billed to the District.

Pricing should be submitted for years 1 through 3 of the proposed contract period.

Fees for all 3 years shall be firm.



**PROPOSAL FORM E
GENERAL TERMS AND CONDITIONS**

Offer Held Firm: The Proposer agrees that it will not withdraw its offer for a period of *ninety (90)* calendar days from the latest date for submitting Proposals.

Right to Reject: The Proposer understands that the District reserves the right to reject any or all Proposals and to waive any informality in the evaluation of Proposals. The District intends to verbally negotiate with the Proposers to reach a final agreement.

Proposer Certification: The Proposer certifies that this Proposal is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same services, and is in all respects fair and "without collusion or fraud."

Execution of the Contract: If awarded the Contract, the Proposer agrees to execute the Contract in accordance with this Proposal within twenty one (21) calendar days of receipt of written notice of award of the Contract by the District.

Contract Commencement: The Proposer agrees to assume operations under the contract on September 1, 2019 or within ten (10) calendar days following the Districts notification to proceed, as applicable.

Exceptions to Contract: In submitting a Proposal, the Proposer affirms acceptance of the Contract included with the RFP unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to the Contract shall be set forth in Appendix D of the Proposal.

Conflicts of Interest: All Proposers must disclose the name of any District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's firm or any of its branches. Submit this information on an attachment to the Cover Letter.

Required Submittals: The Proposer's detailed responses to the District's RFP must accompany this Proposal.

District's Right to Award: The signer hereby acknowledges that the District reserves the right to make the award to the Proposer which the District judges to have submitted the proposal most favorable to the District, with the District being the sole judge thereof.

Legally Binding: It is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered.

Respondent Name

Street Address

Street Address

(_____) _____
Telephone

By: _____

Title: _____



**PROPOSAL FORM F
REFERENCES**

Each Proposer must be able to present both current and past evidence of satisfactory experience in providing services requested. The District is particularly interested in evaluating references of 2-year public community colleges similar to the District. Using the form below, provide the required information for three (3) current and three (3) former clients of the Respondent.

Name of Entity	_____	
	<input type="checkbox"/> Current Client	<input type="checkbox"/> Former Client
Contact Person	Name	_____
	Address	_____ (Street)
		_____ (City, State, Zip Code)
	Telephone	(____) _____
Email	_____	
Years Using Your Firm's Services	_____	
Description of Legal Services Provided	_____	



**PROPOSAL FORM G
ADDENDA ACKNOWLEDGEMENT**

Addenda: Changes or corrections to the RFP will be issued via a numbered addendum. Record below the number(s) and date(s) of addenda received, if applicable. Failure of a Respondent to indicate receipt of all Addenda issued by the District will result in rejection of the Respondent’s Proposal for non-responsiveness.

Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____



**APPENDIX A
NON-COLLUSION DECLARATION**

State of California)
County of _____)

_____, being first duly sworn, deposes and says that he/she is the _____ of _____ the party submitting the foregoing Proposal:

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, Proposer, company, association, organization, or corporation;
2. The proposal is genuine and not collusive or sham;
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal;
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and,
5. The Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, Proposer, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

This Non-Collusion Declaration is executed this ___ day of _____, 20__ at _____.
(City and State)

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

By: _____

Printed/Typed Name: _____



APPENDIX B
EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

IMPERIAL COMMUNITY COLLEGE DISTRICT EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Proposer hereby certifies that in performing or providing Services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non- Discrimination this ____ day of _____, 20 ____.

By: _____

Title: _____



APPENDIX C
WORKERS' COMPENSATION INSURANCE CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By: _____

Title: _____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



APPENDIX D
SAMPLE AGREEMENT
Proposer must submit all exceptions to the below agreement as part of the RFP submission for District review.

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services is entered into as of September 1, 2019 by and between Imperial Community College District (“District”) and _____ (“Firm”).

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by those present do covenant and agree with each other, as follows:

Article 1. CONTRACT DOCUMENTS: The complete contract consists of the following documents: 1) The Request for Proposals as included herein; 2) the accepted proposal; 3) the specifications of this Agreement, including all modifications thereof duly incorporated therein; and 4) the Purchase Order, if applicable. Any and all obligations of the District and Firm are fully set forth and described therein or are reasonably inferable there from. All of the above documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the others or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Document, or the Contract.

Article 2. EMPLOYMENT OF FIRM TO PROVIDE LEGAL SERVICES: The District, pursuant to section 84040 of the Education Code, hereby employs Firm to perform the necessary professional services, including but not limited to those hereinafter set forth in connection with the provision of legal services to the District.

Article 3. SCOPE OF WORK: The Scope of Work and the provisions for its performance shall be in accordance with the terms and conditions as specified in Request for Proposals No. 1006 included herein as part of this Agreement.

Article 4. CONTRACT PERIOD: This Agreement shall be in effect for a period of three years, commencing September 1, 2019 and ending August 31, 2022.

Article 5. QUALITY OF WORK: Firm shall be responsible for the performance of all work as specified in this Contract, and shall guarantee that work meets or exceeds the specifications as set forth herein.

Article 6. PROPOSER’S EMPLOYEES: Firm shall not employ on this account any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best qualified personnel to work under this Agreement. Should the District deem anyone employed on this account to be incompetent or unfit for his/her duties, and so inform Firm, Firm shall immediately remove such person from this work and he/she shall not again, without prior written permission of the District, be assigned to work under this Agreement.

Article 7. EXTRA WORK AND SERVICES: In the event that circumstances indicate that more detailed work is required in addition to that which would be sufficient under ordinary circumstances, the Firm shall at once notify the District in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. In the event the District authorizes and approves the performance of such extra work and services, it shall so notify Firm in writing. NO claims of Firm for extra work or services shall be allowed or paid without such written consent and approval of the District first having been so obtained before such extra work and services are entered upon or undertaken.



Article 8. SCHEDULE: The District shall schedule and coordinate the performance of the work and Firm agrees to comply strictly with such scheduling and coordination.

Article 9. FEES: The District agrees to pay and Firm agrees to accept for performance of all services rendered herein, exclusive of extra work and services, fees as specified in accordance with the rates as proposed in Firm's response to Request for Proposals No. 1006.

Article 10. PAYMENT: Payment terms shall be "Net 45" from the date of acceptance of work or services, or the date of receipt of the invoice, whichever is later. All invoices shall be sent to District's address and marked Attention: Accounts Payable. Progress invoices may be submitted for payment, subject to approval of the Vice President for Administrative Services .

Article 11. TERMINATION: The District hereby reserves the right to terminate this contract, with or without cause, at any time. In the event of such termination, Firm shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and Firm hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such termination. Notwithstanding any of the foregoing provisions, if, for any reason, the Board of Trustees fails to appropriate or allocate funds for further payment under this Contract, the District will not be obligated to pay remaining unpaid balances beyond those funds for items already received.

Article 12. DEFAULT BY (*name of legal firm*): The District shall hold Firm responsible for any damage which may be sustained because of the failure or neglect of Firm to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence in this Agreement. If Firm fails or neglects to furnish or deliver any of the services listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the Agreement, the District may, upon written notice to Firm, cancel the Agreement in its entirety or cancel or rescind any or all items affected by such default.

Article 13. WAIVER OF LIABILITY: In accordance with the terms and conditions as specified in Request for Proposals No. 1006, Firm shall hold harmless and indemnify the District and its trustees, officers, and employees from every claim or demand which may be made by reason of the work called for in this Agreement. Firm at its own expense and risk, shall defend any legal proceedings that may be brought against the District, or its Governing Board, its officers or employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

Article 14. INSURANCE REQUIREMENTS: Firm shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Firm and District from claims which may arise out of or result from Firm's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The Firm shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
- b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) with FOUR MILLION DOLLARS (4,000,000) Aggregate and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:



Owned, non-owned and hired vehicles;
Blanket contractual;
Broad form property damage;
Products/completed operations; and
Personal injury.

- c. Professional liability insurance (errors and omissions), including contractual liability and malpractice liability with limits of TWO MILLION DOLLARS (\$2,000,000), per claim. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

Each policy of insurance required in Paragraph b above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Firm hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Firm shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Firm shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Firm fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Firm, and in such event Firm shall reimburse District upon demand for the cost thereof. Firm must name District and its officers, agents, volunteers and employees as additional insured under said policy under separate endorsement.

- d. In the event that Firm subcontracts any portion of Firm’s duties, Firm shall require any such subcontractors to purchase and maintain insurance coverage for the types of insurance referenced in Article 14, paragraphs a, b and c above in amounts which are appropriate with respect to that sub-Firm’s part of work which shall in no event be less than ONE MILLION DOLLARS (\$1,000,000) per occurrence.

In accordance with the terms and conditions as specified in Request for Proposals No. 1006, Firm shall obtain, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of this Agreement and any extensions thereof, insurance adequate to protect Firm from claims under Workers' Compensation Acts, and from claims for damages for personal injury (including death), and damage to property which may arise as a consequence of this Agreement. The failure to furnish such evidence may be considered default by Firm. Firm and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of goods or services covered under this Contract. All operations and materials shall be in accordance with the law.

Article 15. INDEPENDENT CONTRACTOR: Firm is not an officer, employee, or agent of the District. While engaged in carrying out and complying with the terms and conditions of this contract, Firm is an independent contractor, and is not an officer, employee or agent of the District.

Article 16. INSTRUCTIONS TO PROCEED: Firm is not to proceed with performance of any services under this contract without first securing written authorization from the District to do so.

Article 17. ACKNOWLEDGEMENT AND ACCEPTANCE: IN WITNESS WHEREOF the District, by order of its Governing Board, has caused this instrument to be duly subscribed, and Firm has caused this



instrument to be duly subscribed and executed, all on the date first herein before set forth.

Name of Legal Firm

By: _____
Title: _____

Imperial Community College District

By: _____
Martha O. Garcia, Ed.D.
Superintendent/President



**APPENDIX E
PROPOSAL SUBMITTAL CHECKLIST**

Item	Included in RFP Response
Proposal Form A: General Information	
Proposal Form B: Mandatory Responses	
Proposal Form C: Personnel Experience	
Proposal Form D: Fee and Rate Proposal	
Proposal Form E: General Terms and Conditions	
Proposal Form F: References	
Proposal Form G: Addenda Acknowledgement	
Appendix A: Non-Collusion Declaration	
Appendix B: Equal Opportunity Affirmative Action Statement	
Appendix C: Contractor's Certificate Regarding Workers' Compensation	
Appendix D: Sample Agreement for Legal Services for Imperial Community College District	Not necessary to include with proposal if no changes are being requested, but receipt acknowledge
Appendix E: Submittal Checklist	