
CENTRAL UNIFIED SCHOOL DISTRICT

GENERAL LEGAL SERVICES CONCERNING PUBLIC EDUCATION LAW REQUEST FOR PROPOSAL # 1718-7500-2

Proposal documents may be obtained at Central Unified School District,
Business Office – 4605 N. Polk Fresno, CA 93722
Or at www.centralunified.org under Purchasing
Questions should be directed via email to
Tatum Toste, Purchasing / Warehouse Manager, ttoste@centralusd.k12.ca.us

**Sealed proposals are due on or before XXXXX at 2:00PM
delivered to Central Unified School District Business Office
at 4605 N. Polk Fresno, CA 93722**

RFP 1718-7500-2 GENERAL LEGAL SERVICES CONCERNING PUBLIC EDUCATION LAW FOR CENTRAL UNIFIED SCHOOL DISTRICT

Notice is hereby given that Central Unified School District will receive up to and not later than 2:00 PM local time on XXXXX, 2017 sealed proposals for General Legal Services Concerning Public Education Law.

Such Proposals shall be received at Central Unified School District, Business Office, 4605 N. Polk Fresno, CA 93722. Envelopes containing Proposals shall be sealed and clearly marked "RFP 1718-7500-2."

Each Proposal must conform and be fully responsive to this invitation.

No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after the scheduled submittal deadline will be returned unopened. Proposals must bear original signatures and figures.

The RFP is available on the District website at www.centralunified.org or may be obtained by contacting Tatum Toste via email at ttoste@centralusd.k12.ca.us or (559) 274-4700 x63112.

Award of a contract or contracts will be made to the firm(s) offering the most advantageous proposal. The District is not obligated to make an award and is not obligated to accept the lowest priced proposal, but will make any award in the best interest of the District after all factors have been evaluated.

The Board of Trustees reserves the right to accept or reject any or all proposals, alternate proposals, or unit price, in whole or in part, or waive any formalities, technical defect, clerical error, or irregularity in any proposal received, and to be the sole judge of the responsibility of any proposer and of the suitability of the services offered. All Proposals shall be valid for one hundred twenty days (120) days after the Proposal opening date.

INTRODUCTION

Central Unified School District (District) is inviting interested legal firms to demonstrate their ability to provide general legal support for District concerning public education law. District may select multiple firms to supply the above referenced services based on the needs of the District, the firms' areas of expertise, experience, responses to the Proposal Guidelines section of this RFP and Interview.

BACKGROUND

Central Unified School District serves approximately 15,800 students in the area of west Fresno, CA. The District maintains thirteen K-6 schools, one K-8 school, three middle schools, one high school (with two campuses), an adult education program, a preschool program, one continuation high school, one independent study center and two community day schools.

GENERAL TERMS AND CONDITIONS

ALTERATION OR VARIATION OF TERMS

It is mutually understood and agreed that no alteration or variation of the terms of this proposal shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

ASSIGNABILITY

The successful Proposer shall not assign or subcontract the work, or any part thereof, without the previous written consent of the District, nor shall the successful Proposer assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the District has been obtained. No right under this contract, nor claim for any money due or to become due hereunder, shall be asserted against the District, or persons acting for the District, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the District.

PROPOSER AGREEMENT

In compliance with this request for proposals, the selected Proposer will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein.

COMPLIANCE WITH STATUTE

The Proposer warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the delivery of the services offered.

CONTRACT TERM

The initial term of the contract shall be for 1 year and is renewable for up to four (4) additional years by mutual agreement.

STAFFING BY SELECTED PROPOSER

The selected Proposer shall assign qualified professional staff with appropriate licenses, credentials, permits, knowledge, skills, and disciplines to complete the work covered under this RFP. The District will evaluate the qualifications and availability of key persons to be assigned to serve the District.

DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of the District and will be returned only at the District's option and at the Proposer's expense. With the exception of confidential financial data, the original response shall be retained for official files and will become a public record after the date and time for final quote submission as specified.

ERASURES

The proposal submitted must not contain any erasures, interlineations, or other corrections.

ERRORS AND OMISSIONS

If a Proposer discovers any ambiguity, conflict, discrepancy, omissions, or other error in the RFP, the Proposer shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for quoting purposes, without divulging the source of the request for same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor.

If a Proposer fails to notify the District, prior to the date fixed for submission of quotes, of a known error in the RFP, or an error that reasonably should have been known, the Proposer shall quote at his own risk; and if awarded the contract, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

The Proposer should carefully examine the entire RFP and any addenda thereto and all related materials and data referenced in the RFP or otherwise available and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

FINANCIAL STABILITY

Proposer certifies that it is a financially stable. Proposer agrees that if awarded a contract, it will provide immediate written notice to District in the event a petition in bankruptcy is filed by or against Proposer, or if Proposer is adjudged insolvent by any court, or if a trustee or receiver or liquidator of any property of Proposer is appointed in

any suit or proceeding, or if Proposer makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any cause whatsoever, or if anything similar happens to Proposer in any jurisdiction.

FINGERPRINTING REQUIREMENTS

The District anticipates that the Proposer will not have contact with any students of the District. However, if the Proposer determines that a visit to a school campus is necessary, the Proposer shall arrange with the District to be accompanied by a District employee at all times or comply with Education Code 45125.1.

INDEPENDENT CONTRACTOR

While performing services for District, the selected Proposer shall be an independent contractor and not an officer, agent, or employee of the District.

INSURANCE REQUIREMENTS

If selected, Proposer shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$2,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability not less than \$2,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability not less than \$2,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

MODIFICATIONS

Changes in or additions to the Proposal Form, alternative proposals, or any other modifications of the Proposal Form which is not specifically called for in the Request for Proposals may result in the rejection of the proposal as not being responsive to the Request for Proposals. No oral or telephonic modification of any proposal submitted will be considered.

NON-COLLUSION STATEMENT

Proposers are required to submit the included Non-Collusion Statement with their Proposals.

PREPARATION OF PROPOSAL

District is requesting FIVE (5) sealed copies of the proposal, comprising of one (1) original and four (4) copies as well as ONE (1) electronic copy on portable USB type drive. The proposal shall be submitted on or before 2:00 p.m. on XXXX, 2017. Proposals shall be delivered to the attention of Tatum Toste, Purchasing / Warehouse Manager at 4605 N. Polk Fresno, CA 93722.

It is the sole responsibility of the person submitting the proposal to see that it is delivered

on time. Proposals received after 2:00 p.m. on XXXX , 2017 will be returned to the submitting firm unopened.

RIGHTS AND OPTIONS

Central Unified School District reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals at any time, and to reject any and all proposals without indicating any reason for rejection; or to negotiate with any, all, or none of the respondents to the RFP. This RFP does not obligate Central Unified School District to negotiate a contract. Proposals will not be returned. No compensation shall be paid for any work related to preparation of any proposals.

PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this proposal are considered valid for one hundred twenty (120) days, from date of proposal opening, unless the offering party in writing allows for a longer period of time.

QUALIFICATIONS

All proposers may be required to furnish evidence of their professional ability, experience, and financial responsibility. No proposal will be accepted from, or a contract awarded to, any party or firm in arrears to Central Unified School District.

QUESTIONS REGARDING THE RFP

Questions regarding this RFP should be set forth in writing and sent via e-mail to Tatum Toste, Purchasing / Warehouse Manager - ttoste@centralusd.k12.ca.us.

SIGNATURES

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The Proposer's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

STAFF ASSISTANCE

The District will provide required information and explanations which are pertinent to the work of the selected Proposer.

SERVICES

This document is intended to establish a high quality, cost-effective and ethical provision of general legal services for the District. Legal advice will typically be solicited by written or telephone request and may require written responses. Meetings will be held as necessary with appropriate staff to update District on pending matters.

SUBMISSION FORMAT & REQUIREMENTS

Proposals shall be submitted to Tatum Toste, Purchasing / Warehouse Manager, 4605 N. Polk, Fresno, CA 93722 on or before 2:00 PM on XXXX ,2017. In advance of proposal submissions, questions may be submitted to Tatum Toste via email

(ttoste@centralusd.k12.ca.us). The District will post any addenda to this RFP on our website at www.centralunified.org.

Firms are responsible for checking this page for additional information prior to submitting Proposals.

The submission requirements for this RFP are detailed below. Review this RFP carefully before responding to ensure that you fully understand all procedural and contractual requirements.

Responses to the Request for Proposals shall include **ONE (1) Original, FOUR (4) Copies and ONE(1) electronic copy on portable USB type drive.**

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of proposals.

INTERVIEW

At the option of the District, Proposer may be required to furnish a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way, provide an opportunity to change any fee amount originally proposed. If the District elects to request presentations, they will schedule and notify the Proposer(s) of the time and location of their presentation. Proposer(s) shall bear any expense associated with such presentation. Firms not available to attend the presentation may be removed from further consideration.

PROPOSAL GUIDELINES

SECTION I NARRATIVE

1. Provide a narrative describing firm's background and experience in providing general legal counsel concerning public education law. Narrative should be limited to eight (8) pages.

SECTION II FIRM BACKGROUND AND INFORMATION

1. Provide information concerning the number of clients in California, number and name of clients in Fresno County, number of years in educational services, number of attorneys in firm, number of attorneys in firm within Fresno County, organizational chart and matrix, and all other factors that indicate the firm's commitment to perform efficiently and effectively.

2. Provide resumes for key personnel who will match the services requested in this RFP and who would be assigned to this account.

SECTION III REFERENCES

1. Provide a minimum of three references. References should be public school districts in central California and of similar size. Include complete contact information.

SECTION IV SERVICES AND BILLING

1. Provide a plan for an effective method to reconcile invoicing of services provided by your firm with services requested and received from the different departments within District. Billing methods should be clearly identified with the plan for distributing statements to either departments or individuals as directed by District. Please provide the person (name and title) who will be responsible for managing your billing and a sample billing form (showing your billing process).

2. Specify the real-time billing software being used and the minimum hour increments that will be used. Specify the schedule on which invoices are issued.

3. Please provide your hourly rates for all levels of service under the attorney category listed below. State whether your firm waives charges for travel time and/or expenses. If your firm bills for travel time and expenses, explain how you bill for such time and/or expenses and whether the hourly rate for travel is different from your standard hourly rates.

Attorney Category	Hourly Rate	Hourly Rate
Senior Shareholders		
Partners		
Senior Associates		
Associates		
Special Counsel		
Paralegals/Law Clerks		
Special Projects		
Other Personnel		
Other Personnel		
Other Personnel		

4. State the location of your primary offices and any offices located in Fresno County, the approximate distances (in miles) from your offices to District and approximate time needed for commute.

5. Specify costs for other services in the table below. Proposers are encouraged to offer cost reduction suggestions (for example, a set number of no cost phone calls). The District will only pay for legitimate, useful fees and costs. Support service costs and expenses inherent to the district will be reimbursed at cost; justifications, approvals and receipts must be provided upon requesting reimbursement for out-of-pocket expenses. The District will not be expected to be billed for (incoming/outgoing) fax transmissions, voice mail messages, and other incidental costs that should be considered overhead.

Supportive Service	Cost
Word Processing	
Copying Costs	
Express Postage	
Fax Transmittals	
Voice Mail	
Other services (Please specify:_____)	
Other services (Please specify:_____)	
Other services (Please specify:_____)	

6. Timeliness of service provided by your firm or lack of shall be an important factor for evaluation in this proposal, and it will also serve as an important basis for evaluating contract performance in the future. Hence, it is key you list, as accurately as possible, the response and/or turnaround time in the table below. Explain what contingency measures you will take if timeliness of service does not meet the District's expectations.

	Response and/or Turnaround
Return calls or voice mails	
Return emails	
Routine and repetitive requests	

7. District believes in professional development of its personnel. What types of training / seminars do you offer? Provide a list of current and proposed trainings / seminars. How often do you provide training / seminars? What are the associated costs? List the experience you have in providing training.

8. Briefly state a plan to take over an incumbent's duties if you are awarded the contract. If you are the incumbent, describe any steps needed to transition to a new contract.

9. Describe your plan to keep the District informed on latest developments, news, information, legislation, rules, regulations, etc. that will affect the District's well-being.

10. Provide Draft of Proposed Contract.

SECTION V

FORMS TO BE COMPLETED AND RETURNED

1. Proposal Form
2. Non-collusion Declaration

PROPOSAL FORM

My firm's response to the Request for Proposals is attached and identified as my official response to RFP#1718-7500-2 General Legal Services Concerning Public Education Law.

Undersigned agrees to furnish the services stipulated in the attached proposal and signifies acceptance of the terms, conditions and specifications contained in the Central Unified School District RFP# 1718-7500-2.

The governing board of Central Unified School District reserves the right to reject any and all proposals and/or waive any irregularities or informalities in the bidding process.

Company Name: _____

Address: _____

Signature: _____ Date: _____

Print Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

NONCOLLUSION DECLARATION
TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the _____ (title) of _____ (company name), the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from bidding. 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 of that of any other proposer. All statements contained in the proposal are true. 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, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Name (printed)