

ROSEMEAD ELEMENTARY SCHOOL DISTRICT

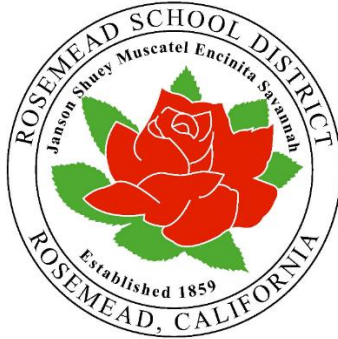
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www.rosemead.k12.ca.us

(Click on Resources → Request for Proposals)



REQUEST FOR PROPOSAL (RFP): # 2017-18.1 - LEGAL SERVICES for General Counsel and Legal Services

DIVISION OF BUSINESS SERVICES
CONTRACTS SECTION
C/O: MS. JESSICA CHEN
BUSINESS OFFICE
2ND FLOOR

Request for Proposal Issued	- March 9, 2018
Publication Dates	- March 9 & 12, 2018
Pre-Proposal Conference	- March 14, 2018, 3:00-4:00 p.m.
Written Questions	- March 15, 2018, 12:00 p.m.
Proposal Due Date	- March 19, 2018, 3:00 p.m.
Board Interviews	- March 29, 2018, 6:30 p.m.

NOTICE
REQUEST FOR PROPOSAL (RFP): # 2017-18.1 LEGAL SERVICES

NOTICE IS HEREBY GIVEN that the Rosemead School District of Los Angeles County, California, acting by and through its Board of Trustees, hereinafter referred to as the "District" will receive up to, but no later than on **Monday, March 19, 2018, at 3:00 p.m. (PST)**, at Business Office, c/o: Ms. Jessica Chen, 3907 Rosemead Blvd., Suite # 200, Rosemead, California 91770, sealed proposals for the award of a contract for:

GENERAL COUNSEL AND LEGAL SERVICES

A proposal form may be obtained from:

Ms. Jessica Chen Accounting Manager Rosemead School District 3907 Rosemead Blvd. Rosemead, California 91770	Tel: (626) 312-2900 x223 Fax: (626) 312-2906 Email: jchen@rosemead.k12.ca.us Or downloaded from the District website at: www.rosemead.k12.ca.us (Click on Resources → Request for Proposals)
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All proposals shall be in the format specified by RSD. Proposals shall be received in RSD by Ms. Jessica Chen. Each proposal must conform and be responsive to the Request for Proposal documents. To submit proposals:

- Mail to: Rosemead School District, c/o: Ms. Jessica Chen, Business Services Office, 3907 Rosemead Blvd., Rosemead, CA 91770.
- Hand-deliver to: Rosemead School District, Business Services Office, Suite# 200, 2nd Floor, 3907 Rosemead Blvd, Rosemead, CA 91770.

A PRE-PROPOSAL CONFERENCE to answer general questions will be held on **Wednesday, March 14, 2018, from 3:00-4:00 p.m., in the Boardroom**, located on the 1st Floor of the Rosemead School District Office, 3907 Rosemead Blvd., Rosemead, CA 91770.

ALL INTERVIEWS will be held on **Thursday, March 29, 2018, at 6:30 p.m.** in the Boardroom, located on the 1st Floor of the Rosemead School District Office, 3907 Rosemead Blvd., Rosemead, CA 91770.

Disclaimers: Proposal must be submitted separately in writing and sealed in a package plainly marked with the appropriate proposal title by the deadline date and time. Proposals received after the above-stated date and time will be returned to the vendor unopened. The District reserves the right to accept or reject any or all proposals, or any items therein, to waive any irregularities or informalities, and to contract in the best interests of the District. No vendor may withdraw his proposal for a period of Ninety (90) calendar days after the date set for the receipt of proposals. Proposing firms are hereby made aware that the District will not reimburse costs for the preparation of the proposal to any proposing firm for any reason.

Respondent represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could result in a conflict in any manner or degree with the performance of services required under this RFP and that no person having any such interest shall be subcontracted in connection with this RFP, or employed by Respondent. Failure to comply with the above provisions shall constitute grounds for immediate rejection of the proposal, in addition to whatever other remedies the District may have.

The District is an Equal Opportunity Affirmative Action Employer.

ROSEMEAD SCHOOL DISTRICT

By authority of the Board of Trustees of Rosemead School District, Rosemead, California

Publication: San Gabriel Valley Tribune
Website: <http://www.rosemead.k12.ca.us>

Dates: Fri., March 9 and Mon., March 12, 2018
Click on Resources → Request for Proposals

**ROSEMEAD ELEMENTARY SCHOOL DISTRICT
RFP #2017-18.1 – Legal Services**

LEGAL SERVICES ATTORNEY PANEL

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1. INTRODUCTION

1.1 OVERVIEW

1.1.1 Overview of the Agency

RSD is an elementary (PK-8th grade) public school district of Los Angeles County and the California State Department of Education. RSD provides a variety of mandated and discretionary services that include administrative services, business services, attendance and welfare services, curriculum and instructional services, data processing services, educational media services, program evaluation, research and pupil services, special education, negotiations with certificated and classified labor associations, personnel related matters, facility & bond related matters, workers' compensation related matters, and specially funded projects.

RSD employs approximately 275 full-time and 200 part-time employees. The 2017-18 budget approximates \$39 million for General Fund and \$54 million District-wide.

RSD is financed primarily by Federal and State monies. RSD also administers specially funded projects, grants, and contracts with various federal, state, and private agencies.

1.2 PURPOSE OF RFP

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified attorneys and/or firms to provide legal services in the area of Special Education including due process hearing, mediation, advisory and litigation services. Attorneys and/or firms responding to this RFP will be evaluated for inclusion in a Special Education Attorney Panel. The Special Education Attorney Panel is a group from which an attorney or firm will be chosen on an individual basis to provide specified legal services. All attorneys and/or firms approved to become part of the panel may be chosen to represent RSD in legal matters. However, inclusion on the panel does not guarantee selection of the attorneys and/or firms to an assigned case(s).

This RFP, including any associated legal notices regarding it, supersedes all other oral and written communications regarding the work to be done and the process for selecting a Contractor.

Your firm is invited to submit a written proposal outlining your qualifications and willingness to provide the services described above. A more detailed explanation of the minimum qualifications required of the Contractor and the Scope of Work to be addressed in the proposal is presented in Section 3 Proposal Format and Content, and Exhibit A, Scope of Work, attached hereto and made a part hereof.

2. PROPOSAL INFORMATION AND GENERAL CONDITIONS

2.1 PROPOSAL SUBMITTAL, PRE-PROPOSAL CONFERENCE, QUESTIONS FROM CONTRACTORS

2.1.1 PROPOSAL SUBMITTAL

The Potential Contractor shall submit **an original and seven (7) copies** of its proposal no later than 3:00 p.m. (PST), on Monday, March 19, 2018, to the attention of Ms. Jessica Chen, Accounting Manager and Procurement Services, Division of Business Services. If proposals are mailed, mail to Rosemead Elementary School District, c/o: Ms. Jessica Chen, 3907 Rosemead Blvd., Rosemead, California 91770. If proposals are hand-delivered, deliver to the District Office, 3907 Rosemead Blvd., Suite 200, Rosemead, California 91770.

It is the sole responsibility of the person submitting the proposal to ensure that it is delivered on time, or received in the mail by RSD on time. Any proposal submitted, or received, after 3:00 p.m. on March 19, 2018, may, at the sole discretion of RSD, be returned without consideration.

It is the practice of RSD not to consider late proposals unless it is determined that a selection cannot be made from among the proposals received on time.

RSD shall not be responsible for, nor accept as a valid excuse for late proposal delivery, any delay in mail service or other method of delivery used by the Potential Contractor.

All proposals shall be enclosed in a sealed package plainly marked with the words "Proposal Responding to RFP #2017-18.1 – Legal Services, Do Not Open Until March 19, 2018, at 3:01 p.m."

All proposals shall be firm offers subject to acceptance by RSD and may not be withdrawn for a period of 90 calendar days following the last day to submit proposals. Proposals may not be amended once submitted to RSD, except as permitted by RSD.

2.1.2 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference to discuss this RFP and answer questions from Potential Contractors will be held in open forum on Wednesday, March 14, 2018, at 3:00 p.m. in the Boardroom located at the Rosemead Elementary School District, 1st floor, 3907 Rosemead Blvd., Rosemead, California 91770. While attendance at the meeting is not a prerequisite for submitting a proposal, all Potential Contractors are strongly encouraged to attend.

Minutes or other records of the conference will not be disseminated, except where material changes to this RFP are made by RSD representatives or answers to questions are deferred and later communicated as part of an addendum to this RFP.

2.1.3 QUESTIONS FROM POTENTIAL CONTRACTORS

RSD has attempted to provide all information available. It is the responsibility of each Potential Contractor to review, evaluate; and to request any clarification prior to the submission of any proposal.

Potential Contractors are initially asked to defer all questions regarding this RFP until the Pre-Proposal Conference. Where questions are known in advance, Potential Contractors are encouraged to submit these in writing at least two (2) days prior to the Pre-Proposal Conference. Written questions are to be submitted to the Accounting Manager and Procurement Services Ms. Jessica Chen, via email at jchen@rosemead.k12.ca.us or sent to RSD via facsimile (626) 312-2906.

After the Pre-Proposal Conference, questions or comments regarding this RFP (except to inquire about the number of addenda issued) must be submitted in writing and received by RSD no later than 3:00 p.m., March 19, 2018. Written questions are to be mailed/e-mailed to the Accounting Manager and Procurement Services at the address/e-mail address shown above for proposal submittal. Written questions may also be sent to RSD via facsimile, provided that RSD receives the transmittal no later than the deadline specified above. The facsimile number is (626) 312-2906. Potential Contractors are responsible for reading the questions and answers.

RSD shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

In properly exercising its best judgment, RSD is not under any affirmative duty to answer each and every written question which is submitted. Additionally, in answering written questions, RSD may edit, combine, re-word, or otherwise change such questions for the sake of clarity, whenever necessary, within RSD's discretion.

2.1.4 RFP ADDENDA/CLARIFICATIONS

If it becomes necessary for RSD to revise any part of this RFP, or to provide clarification or additional information after the proposal documents are released, a written addendum will be sent to each recipient of record of the original RFP. Recipients of record are those parties which obtained a copy of the RFP directly from RSD. Addenda will be sent by facsimile and/or first-class U.S. Mail and/or via e-mail. It shall be the responsibility of the Potential Contractors to inquire of RSD as to any addenda issued. This may be done by calling Ms. Jessica Chen, Accounting Manager and Procurement Services at (626) 312-2900 x223, prior to the proposal-submittal deadline (this is the sole exception to the requirement that questions after the pre-proposal conference be submitted in writing). Alternatively, such inquiry may be done via e-mail to jchen@rosemead.k12.ca.us. All addenda issued shall become part of the RFP.

2.1.5 EXAMINATION OF RFP DOCUMENTS

Potential Contractor shall be solely responsible for examining the enclosed RFP Documents, including any Addenda issued during the Proposal period and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the Proposal or the performance of the Services in the event Potential Contractor is selected. Relief for error or omission may not be given.

2.2 EXCEPTIONS, DEVIATIONS, MODIFICATIONS, ETC.

2.2.1 EXCEPTIONS/DEVIATIONS

Any exceptions to, or deviations from, the requirements set forth in this RFP, including the terms and conditions contained in the Sample Contract, must be declared in the proposal submitted by the Potential Contractor. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations."

2.2.2 MODIFICATIONS AND ALTERNATIVE PROPOSALS

The Potential Contractor shall submit its basic proposal in strict conformity with the requirements of the RFP Document. Potential Contractors are cautioned to limit exceptions, conditions, limitations or provisions attached to a proposal as they may be determined sufficiently significant to cause its rejection.

Potential Contractors submitting conforming proposals may submit alternate proposals to this RFP as complete separate offers, if the alternate proposals offer technical improvements or modifications that are to the overall benefit of RSD. RSD reserves the right to accept or reject any alternate Proposal. Oral, telegraphic, or telephonic proposals and/or modifications will not be considered.

2.3 ADDITIONAL RFP TERMS AND CONDITIONS

2.3.1 DEFINITIONS

The term "RSD" shall be construed to include the Board of Trustees and all employees, officers, and agents of the Rosemead Elementary School District.

The term "Potential Contractor" shall be construed to include all employees, officers, and agents of Potential Contractor. Potential Contractor is referred to as though singular in number and masculine in gender.

2.3.2 PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as any expenses incurred by the Potential Contractor in: (1) preparing its proposal in response to this RFP; (2) submitting that proposal to RSD; (3) negotiating with RSD any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the

effective date of award, if any, of a contract resulting from this RFP. RSD shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Potential Contractors, and Potential Contractors shall not include any such expenses as part of their proposals.

2.3.3 ERASURES

The proposal submitted shall not contain erasures, interlineations, or other corrections unless each correction is authenticated by initialing in the margin, immediately opposite the correction, the name of the person signing the proposal.

2.3.4 SIGNATURE

All proposals, including addenda thereto, must be signed in the name of the Potential Contractor and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. Unsigned responses will be considered non-responsive, thus resulting in rejection of the proposal.

2.3.5 SOLE REFERENCE

This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of proposals. This release of this RFP supersedes all other documents related to the work to be done. The contents of this RFP and subsequent modifications thereto take precedence over any and all information related to the RFP obtained from any source, either by written or verbal communications.

2.3.6 WITHDRAWAL OF PROPOSAL

Any Potential Contractor may withdraw his proposal either personally or by written request to RSD's Accounting Manager and Procurement Services at any time prior to the scheduled closing time for receipt of proposals.

2.3.7 DETERMINATION OF RESPONSIVENESS

RSD will evaluate each Potential Contractor's proposal to determine the responsiveness of each proposal to the specified requirements.

2.3.8 EVIDENCE OF RESPONSIBILITY

Potential Contractor's proposal will be used to evaluate Potential Contractor's capability to provide services as required pursuant to this RFP. Upon the request of RSD, a Potential Contractor, whose proposal is under consideration for award of a contract, may be required to submit additional information to support information previously provided. It is the intent of RSD to award a contract for as the result of this RFP, though RSD is not bound to do so. Potential Contractors are hereby advised that RSD maintains the sole and exclusive right to determine whether or

not the Potential Contractor has the capabilities required to perform the work to be done.

2.3.9 NO COMMITMENT TO AWARD

Issuance of this RFP and receipt of proposals does not commit RSD to award a contract. RSD expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Potential Contractor concurrently, or to cancel all or part of this RFP.

2.3.10 NO OBLIGATION TO EXECUTE A SOLE CONTRACT

RSD has the right to award zero, one, two, or more contracts through this RFP. No guarantee is made by RSD of any sole or exclusive contracting relationship with any of the Potential Contractors.

2.3.11 PROPOSED CONTRACT

The Potential Contractor selected for contract award through this RFP shall be required to enter into a written contract with RSD. The Sample Contract presented in Exhibit D, attached hereto and made a part hereof, of this RFP is the Contract proposed for execution. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the Potential Contractor's offer or the outcome of contract negotiations, if any, conducted with the Potential Contractor. Exceptions to the terms and conditions of the Sample Contract, or the Potential Contractor's inability to comply with any of the provisions of the Sample Contract, must be declared in the proposal.

The Potential Contractor's attention is directed particularly to the Insurance section, in the Sample Contract, which specifies the minimum insurance requirements that must be met by the successful Potential Contractor.

2.3.12 EXECUTE CONTRACT

In the event that a Potential Contractor to whom a contract is awarded fails to execute the Contract and/or provide other pertinent documents within ten (10) business days from the date of RSD's offering of such contract (or of requesting such documents), RSD may declare that Contractor's proposal is non responsive, by the failure of the Contractor to execute the Contract, and may give notice to another contractor of intent to award the contract, or may call for new Request for Proposal.

2.3.13 JOINT OFFERS

Where two or more Potential Contractors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. RSD intends to contract with a single firm and

not with multiple firms doing business as a joint venture.

2.3.14 PROTESTS

Any protest against the award of a contract pursuant to this RFP must be received by RSD, in accordance with the directions given in this section, within ten (10) calendar days after the date of the notice of intent to award. (If such notice of award is e-mailed, the "mailing date" is the date the e-mail is sent by RSD.) RSD shall not be obligated to consider protests received after the above-specified deadline. All protests must be in writing and submitted to: Rosemead Elementary School District, Division of Business Services, 2nd floor, Suite #200, 3907 Rosemead Blvd., Rosemead, California 91770, marked "Attention: Ms. Jessica Chen, Accounting Manager and Procurement Services."

Any protest shall contain a full and complete written statement: (1) Specifying in detail the grounds of the protest; and (2) Identifying the specific facts supporting the protest. If a protest is deemed not to meet these two conditions, no extra time may be granted in regards to meeting the initial ten (10) calendar day deadline, above. If the protest meets these two conditions, the Procurement Services Officer shall consider the protest in a timely fashion and shall issue RSD's final decision upon the protest.

2.3.15 PROPOSALS AS PUBLIC INFORMATION

All proposals submitted in response to this RFP become the property of RSD and may become public information after selection and award of the contract, subject to the provisions of the California Public Records Act (CPRA).

Those elements in each Proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. However, it is incumbent on the Potential Contractor to assert any rights to confidentiality and, if necessary at any particular point in time, to seek and obtain a court order prohibiting the release of such information. Under no circumstances will RSD be responsible or liable to the Potential Contractor or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the RSD or its officers, employees, and/or Contractors.

The Potential Contractor, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the information contained in the RFP and shall hold RSD harmless from all costs and expenses, including attorneys' fees, in connection with such action.

2.3.16 RSD RIGHTS

RSD may investigate the qualifications of any Potential Contractor under consideration, require confirmation of information furnished by a Potential Contractor, and require additional evidence of qualifications to perform the Services described in this RFP.

RSD reserves the right to:

1. Reject any or all of the Proposals;
2. Issue subsequent RFP;
3. Cancel the entire RFP;
4. Remedy errors in the RFP;
5. Reduce the scope of work for a reasonable amount if in the best interest and at the sole discretion of RSD;
6. Appoint evaluation committees to review Proposals;
7. Seek the assistance of outside technical experts to review proposals;
8. Approve or disapprove the use of particular subcontractors and suppliers;
9. Establish a list of Potential Contractors eligible for discussions after review of written Proposals;
10. Negotiate with any, all, or none of the Potential Contractors;
11. Solicit best and final offers (BAFO) from all or some of the Potential Contractors;
12. Award a contract to one or more Potential Contractors;
13. Accept other than the lowest priced proposal, if such award is in the best interests of RSD;
14. Waive informalities and irregularities in Proposals;
15. Award a Contract without discussions or negotiations;
16. Disqualify a proposal upon evidence of collusion with intent to defraud, or other illegal practice(s) on the part of a Potential Contractor.

3. PROPOSAL FORMAT AND RESPONSE REQUIREMENTS

3.1 PRESENTATION/FORMAT

Proposals shall be submitted on 8 1/2" x 11" paper, using a simple method of fastening. Proposals shall be typed and shall not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; proposals should be brief and concise. The proposal shall not exceed 50 pages in length, excluding appendices, if any. The form, content, and sequence of the proposal shall follow the outline presented below.

Submittal of the proposal in electronic version (i.e. on USB, thumb-drive) is encouraged but does NOT replace any requirements in this RFP to submit "hard" copies.

3.2 PROPOSAL CONTENT

3.2.1 Transmittal Letter/Introduction

The letter of transmittal shall be addressed to the Accounting Manager and Procurement Services and must, at a minimum, contain the following:

- Identification of the offering firm(s), including name, address, and telephone number of each firm;
- State whether the firm is a proprietorship, corporation, co-partnership, joint venture, or combination thereof;
- State if the firm is publicly held. If so, please state where your stock is traded;
- Proposed working relationship among the offering firms (e.g., prime-subcontractor), if applicable;
- Acknowledgment of receipt of RFP addenda, if any;
- Name, title, address, and telephone number of contact person during period of proposal evaluation;
- A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the due date for proposals;
- Identification of any information contained in the proposal which the Potential Contractor deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act (a blanket statement that all contents of the proposal are confidential or proprietary will not be honored by RSD); and may disqualify the Potential Contractor from consideration.
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

3.2.2 Table of Contents

Immediately following the transmittal letter/introduction, there should be a complete table of contents for material included in the proposal, including page numbers.

3.2.3 Qualifications, Related Experience, and References

- 3.2.3.1 Overview: This section should establish the ability of the Potential Contractor (and its subcontractors, if any) to satisfactorily perform the required work by reasons of: conformance to the standards for an attorney; demonstrated competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; record of meeting schedules and deadlines of other clients; competitive advantages over other firms offering the same services; strength and stability as a business concern; and supportive client references. Information should be furnished for both the Potential Contractor and any subcontractors included in the offer.

- 3.2.3.2 Potential Contractors responding to this RFP shall have a minimum of three (3) years experience per proposed attorney on staff practicing special education law in order to qualify for award of the contract.
- 3.2.3.3 Furnish background information about the firm, including date of founding, legal form (sole proprietorship, partnership, corporation/ state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect the Potential Contractor's ability to perform contractually. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency.
- 3.2.3.4 Certify that the firm is properly licensed and registered to provide legal services in the State of California.
- 3.2.3.5 Provide number and outcome of mediations and/or Alternative Dispute Resolution, due process hearings and litigated cases conducted by the firm.
- 3.2.3.6 Provide indication of the firm's experience dealing with complaint investigation and resolution, particularly involving the California Department of Education and the U. S. Department of Education's Office for Civil Rights.
- 3.2.3.7 Include the firm's experience if any, representing students, and/or parents, and/or charter schools. Indicate when and where.
- 3.2.3.8 Describe the firm's experience working with in-house counsel.
- 3.2.3.9 Indicate the firm's library and other resources.
- 3.2.3.10 Describe the firm's most noteworthy qualifications for providing the required services to RSD. Specifically highlight those qualifications that distinguish the firm from its competitors.
- 3.2.3.11 Describe the range of activities performed by the office from which the work will be done.
- 3.2.3.12 Indicate the firm's experience dealing with the following topics:
- Student discipline – student suspensions & expulsions
 - Personnel Matters – labor negotiations, worker's compensation, employee termination, employee lay-offs, special education,

employee discipline, sexual misconduct, Title IX, Facilities, and Construction matters.

- Low incidence disabilities (for all categories, with particular emphasis on Deaf/Hard of Hearing, identify specifically which disabilities and which matters have been handled and are proposed to be handled—due process hearings, mediations, Individual Education Plan (IEP) meetings, etc.)
- Transition plans, including from regional center to public school or nonpublic school
- Assessing liability/direct and indirect costs of hearings versus alternative means of resolution
- Section 504 plans
- Age of majority issues
- Emotional Disturbance
- Speech and Language
- Occupational Therapy
- Autism
- Adaptive physical education
- ADHD
- Medically fragile
- Least Restrictive Environment/inclusion
- ADA (Americans with Disabilities Act)
- Non severe and severe disabilities
- And other matters as requested

3.2.3.13 Provide a list of public sector and private school clients--especially county offices of education, school districts, and Special Education Local Plan Areas (SELPAs)--to which the firm has recently provided similar services. Include company names, beginning/ending dates of contracts, and names, titles and telephone numbers of individuals that RSD can contact as references for your firm.

- 3.2.3.14 Furnish as an appendix financial information (such as last year-end Income Statement and Balance Sheet) that accurately describes the financial stability of your firm. (If financial statements are provided, their disclosure will be confined to those individuals involved in the evaluation of the proposals and award of ensuing contracts.)

3.2.4 Proposed Staffing and Project Organization

- 3.2.4.1 Overview: This section of Potential Contractor's proposal should discuss the staff who would be assigned to work on RSD's account.
- 3.2.4.2 Identify the key personnel from your firm that would be assigned to RFP #2017-18.1 – Legal Services. Include a brief description of their qualifications, professional certifications, job functions, and office location(s). Identify the principal; designate the Project Manager who would provide day-to-day direction and become RSD's primary contact person. Furnish brief resumes for all personnel; include these as an appendix, not in the body of the proposal.
- 3.2.4.3 Identify the staff that will be assigned to the Legal Counsel Attorney Panel.

3.2.5 Cost and Price

- 3.2.5.1 Overview: This section of Potential Contractor's proposal should disclose all charges to be assessed RSD for the Scope of Work.
- 3.2.5.2 Complete the Cost Proposal Form presented in Exhibit B, Cost Proposal Form, attached hereto and made a part hereof.

3.2.6 Exceptions/Deviations

Using the Exhibit A, Scope of Work as a reference, state any exceptions to, or deviations from, the requirements of this RFP, including the Sample Contract presented in Exhibit D.

If you wish to present alternative approaches to meet RSD's work requirements, these should be thoroughly explained.

3.2.7 Appendices

3.2.7.1 Supporting Documents

Furnish as appendices those supporting documents (e.g., financial statements, staff resumes) requested in the preceding instructions.

3.2.7.2 Additional Information

Include any additional information deemed essential to a proper evaluation of your proposal and which is not solicited in any of the preceding sections. Potential Contractors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

4. **PROPOSAL EVALUATION AND CONTRACT AWARD**

4.1 EVALUATION PROCESS

An Evaluation Panel will review, analyze and evaluate all proposals received. The Evaluation Panel may choose to conduct interviews of all, some or none of the Potential Contractors. Potential Contractors are advised that award may be made without interviews or further discussion. In addition to its own staff, RSD may utilize the services of one or more individuals in the evaluation of proposals.

4.2 EVALUATION CRITERIA

By use of numerical and narrative scoring techniques, proposals will be evaluated by RSD against the factors specified below. The relative weights of the criteria--based on a 100-point scale--are shown in parentheses. Within each evaluation criterion listed, the sub criteria to be considered are those described in Section 3, "Proposal Format and Content" in this RFP.

General Categories of Evaluation Criteria are as follows:

- General Background and Experience, weighted 20 points;
- Responses to Items included in Scope of Work (Other Than Cost Proposal), Attachment A, weighted 60 points; and,
- Cost Proposal (as set forth within the Responses to the Scope of Work), weighted 20 points.

For information purposes, below are sample criteria of which the Potential Contractor should be aware. By listing these, RSD does not limit itself to consideration only of these items. This list is only for information/representative purposes:

GENERAL BACKGROUND AND EXPERIENCE

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services meet the needs of RSD employees?
- B. Does the Potential Contractor demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes, and effective operating principles required to provide this service?

- C. Does the Potential Contractor demonstrate experience in providing the services desired for a large governmental agency?

RESPONSES TO “SCOPE OF WORK” ITEMS

- A. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?
- B. Professional staff in California.
- C. Size and financial stability of the organization.
- D. Reasonableness of expenses.
- E. Experience in providing services similar/identical to the services contained within this RFP.

COST PROPOSAL

- A. Analysis of Cost Proposal as set forth within the answers to the Cost Proposal section of the Scope of Work.
- B. Are Cost Proposal figures full and complete, as opposed to vague and incomplete?

RSD reserves the right to reject any or all proposals, to waive any irregularities or informalities in the offers received and to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interest of RSD to do so.

4.3 CONTRACT AWARD

It is the intent of RSD to award multiple contracts as the result of this RFP. RSD reserves the right to apportion the requirements of this RFP among multiple contractors. Depending on the dollar amount of the award(s) and other factors, the contract(s) resulting from this RFP may require approval by the Board of Education.

All attorneys and/or firms approved to become part of the Legal Services Attorney Panel may be chosen to represent RSD in matters. However, inclusion on the panel does not guarantee selection of the attorneys and/or firms to an assigned case(s).

**ROSEMEAD ELEMENTARY SCHOOL DISTRICT
REQUEST FOR PROPOSALS #2017-18.1 - LEGAL SERVICES**

**EXHIBIT A
SCOPE OF THE WORK**

1. BACKGROUND INFORMATION

RSD through its Educational Programs division provides a full range of services to students, from Preschool age through 8th grade. More than 2,611 students are enrolled in a combination of general education and/or special education programs.

2. SCOPE OF WORK

The Potential Contractor will be responsible for providing legal services as requested by RSD. The responsibilities of the Contractor include, but may not be limited to the following:

- 2.1 Provide legal services for the Rosemead Board of Trustees, District Administration, and the Superintendent.
- 2.2 Provide comprehensive legal counsel services for the Rosemead Elementary School District that provides a variety of legal support in areas, such as: special education, negotiations with certificated and classified labor associations, personnel related matters, facility & bond related matters, workers' compensation related matters, specially funded projects, and other specialty areas as needed.
- 2.3 Provide telephone consultation, legal research, investigation, preparation of evidence and witnesses, oral and written legal opinions.
- 2.4 Provide assistance in preparing for all aspects of due process and administrative proceedings and appearances in administrative complaints, State and Federal courts, mediations, California Department of Education complaints, and due process special education hearings.
- 2.5 Provide legal training, workshops, and in-service to RSD Trustees, Administration, and staff, as requested.
- 2.6 Maintain general opinion and correspondence files for each participating individual case files as appropriate. Said files shall be the property of RSD and shall be returned to the RSD Superintendent's office at the conclusion of each fiscal year or at the end of the firm's services to RSD.

**ROSEMEAD ELEMENTARY SCHOOL DISTRICT
REQUEST FOR PROPOSALS #2017-18.1 – LEGAL SERVICES**

**EXHIBIT B
COST PROPOSAL FORM**

INSTRUCTIONS:

Use this form to quote prices for the initial term (Contract Year #_____) of the Contract. For the hourly rates, quote fully-burdened amounts (direct labor + indirect costs + profit). For hourly rates shown, include a statement confirming that the same hourly labor rates would apply to "Additional Work" beyond the attorney services specified in the Statement of Work, or furnish an alternative schedule of fully-burdened rates.

Company: _____

Address: _____

1. Contractor hereby proposes and agrees to perform the Legal Services Attorney Panel services specified herein.

	<u>Hourly Pay Rate</u>	<u>Hourly Bill Rate</u>
1.1 Hourly rate for lead attorney	\$_____	\$_____
1.2 Hourly rate for attorney	\$_____	\$_____
1.3 Hourly rate for paralegal	\$_____	\$_____
1.4 Hourly rate for _____ (please indicate position)	\$_____	\$_____
1.5 Fixed Costs (explain)		\$_____
1.6 Miscellaneous (list other)		\$_____

**ROSEMEAD ELEMENTARY SCHOOL DISTRICT
REQUEST FOR PROPOSALS #2017-18.1 – LEGAL SERVICES**

EXHIBIT C

REFERENCE SHEET

POTENTIAL CONTRACTOR’S REFERENCES

DIRECTIONS TO POTENTIAL CONTRACTOR

Using the form on the following page (Make additional copies of this page as necessary), provide three (3) references of similar types of services performed within the last three (3) years. If the requested number of references cannot be provided, please explain why on an attached sheet of paper.

**ROSEMEAD ELEMENTARY SCHOOL DISTRICT
REQUEST FOR PROPOSALS #2017-18.1 - LEGAL SERVICES**

REFERENCE SHEET

REFERENCE # _____

Contract Number _____ Project Title: _____

Name of Firm _____

Address of Firm _____

Dates of Service _____ through _____

Value or Cost of Service _____

Contact Person _____

Contact Person Telephone _____ Fax _____

Contact Person E-Mail _____

Brief Description of Service Provided:

Explain how this type of service and/or your relationship with this reference display your ability to meet RSD's needs as stated in this RFP:

**ROSEMEAD ELEMENTARY SCHOOL DISTRICT
REQUEST FOR PROPOSALS #2017-18.1 - LEGAL SERVICES**

EXHIBIT D

SAMPLE CONTRACT

:017 :018

CONTRACT NO. _____

BETWEEN
ROSEMEAD ELEMENTARY SCHOOL DISTRICT
AND

FOR

THIS CONTRACT is made and entered into this _____ day of _____, 2018, by and between the ROSEMEAD ELEMENTARY SCHOOL DISTRICT, a public educational agency, located at 3907 Rosemead Blvd., Rosemead, California 91770, hereinafter referred to as "RSD," and _____, (name of contractor) a _____, (sole proprietorship, partnership, corporation / state of incorporation) pick one- located at _____ (address) hereinafter referred to as "Contractor."

1. PREMISES:

1.1 (Describe need for what is being procured)

-1.2 On March 9, 2018, RSD issued Request For Proposals (RFP) #2017-18.1 – Legal Services, to competitively solicit proposals for General Counsel and Legal Services.

-1.3 From among the proposals received, based on an evaluation of all eligible proposals in accordance with the criteria set forth in the RFP, RSD has determined that the Contractor's offer is the most advantageous to RSD, price and other factors considered.

1.2 Replace 1.2 above with statement of RSD need/declaration

1.3 Replace 1.3 above with why RSD is contracting out.

- 1.4 On _____, 20____, the Board of Trustees authorized RSD to contract for services with the Contractor.

2. TERM OF CONTRACT

- 2.1 Initial Term. This Contract shall begin on the Commencement Date and continue in full force and effect _____, through _____, (expiration date) ("Initial Term") unless early termination occurs in accordance with the terms of this Contract or this Contract is extended by written amendment.

3. STATEMENT OF WORK

- 3.1 Scope of Work. The Contractor shall, in a manner satisfactory to RSD, completely perform the services set forth in Exhibit A, Scope of Work, attached to, incorporated in and made a part of this Contract. The Contractor shall also perform in accordance with its proposal to RSD dated _____. Any conflicts with the requirements of Exhibit A Subsection 3.1 above and the Proposal shall be referred for resolution to RSD, whose decisions in such matters shall be final and binding on both parties.
- 3.2 Additional Work. Any work performed by the Contractor beyond that authorized in Subsection 3.1 above, must be approved in advance and in writing by RSD, and such approved work shall be considered "Additional Work" under this Contract. Any such approval of Additional Work by RSD, as well as any other material change in the terms and conditions of this Contract, shall only be binding upon either party if confirmed in a written amendment to this Contract executed by both parties.
- 3.3 Key Personnel. The Contractor shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as "Key Personnel" under this Contract. No person named below, or his/her successor approved by RSD, shall be removed or replaced by the Contractor, nor shall his/her agreed-upon function or level of commitment be changed, without the prior written consent of RSD.

Name _____

4. PAYMENT AND MAXIMUM OBLIGATION

- 4.1 Payment. For the Contractor's full and complete performance of its obligations under this Contract, RSD shall pay the Contractor on a _____. (firm-fixed-price, cost-plus-fixed-fee or time-and-materials/expense (used with rates) select one. RSD shall pay Contractor an amount not to exceed _____ Dollars (\$_____.00) for work performed hereunder. Payments shall be made at the rate of _____ Dollars (\$____.00) per _____. <basis in accordance with Exhibit B, Fee Schedule, attached to, incorporated in and made a part of this Contract shall remain fixed for the entire term of this Contract, except as otherwise provided in Exhibit C.

4.2 Invoices. The Contractor shall submit invoices in duplicate to RSD (attention: Accounts Payable) for payment in arrears of work being performed. Invoices may be submitted for partial payments corresponding to the percentage of work completed, but not more frequently than once per calendar month. The Contractor's invoices shall specify the following: (1) name of person(s) performing the work; (2) description of work and location where work was performed; (3) dates of work performance and hours of work performed; (4) total amount due and payable; and (5) contract number.

4.3 Maximum Payment Obligation. Notwithstanding any other provision of this Contract to the contrary, the amount listed in Exhibit B Subsection 4.1 is RSD's maximum (cumulative) payment obligation to the Contractor under this Contract, including all amounts payable to the Contractor for its costs arising from, or due to termination of, this Contract.

5. RSD BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of RSD's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, RSD shall have no liability to pay any funds to Contractor under this agreement, and the Contractor shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, RSD shall have the option to either terminate this agreement with no liability occurring to RSD, or RSD may offer an amendment to this agreement to reflect the reduced availability of funds.

6. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, the Contractor is an independent contractor and not an officer, employee or agent of RSD. The Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of RSD. Contractor warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent Contractor including, but not limited to, being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

7. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, RSD shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or

otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

8. INDEMNIFICATION

- 8.1 The Contractor agrees to defend, indemnify, save and hold harmless RSD from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, action, or causes of actions whatsoever, for or in connection to: (1) bodily injury or property damage (including, but not limited to, death) sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity (including RSD) arising out of, or incidental to, or occurring as a result of any negligence of the Contractor or the negligence of any subcontractor, agent, firm, agency, organization or business retained, engaged, selected, managed or monitored by the Contractor relating to services or operations performed in execution of this Contract; and (2) injury, damage or loss sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity (including RSD) arising out of, or incidental to, or occurring as a result of, any error or omission of the Contractor, or any error or omission of any subcontractor, agent, firm, agency organization or business retained, engaged, selected, managed or monitored by the Contractor relating to the performance or nonperformance of services or operations pertaining to this Contract.
- 8.2 The Contractor further agrees to waive all rights of subrogation against RSD for all losses, costs and expenses (including, but not by way of limitation, attorneys fees and other related legal costs) arising out of any liability or claim of liability for injury (including death), damage, or loss sustained or claimed to have been sustained arising out of, or incidental to, or occurring as a result of RSD's performance or failure to perform services, duties and other obligations pertaining to this Contract.
- 8.3 The provisions of this indemnification clause shall not be limited to the availability or collectibility of insurance coverage.

9. INSURANCE

- 9.1 Without limiting the Contractor's, its officers', agents', employees', subcontractors', representatives' and volunteers' (collectively hereinafter in this Section referred to as Contractor's) indemnification of RSD, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers (collectively hereinafter in this Section referred to as RSD), and as a material condition of this Contract, the Contractor shall procure and maintain at its sole expense, and shall require and cause all of its subcontractors and independent contractors to procure and maintain without expense to RSD, insurance as required below for the duration of this Contract and any extended period specified. All insurance policies shall be placed with insurers admitted in the State of California and having an A.M. Best rating of not less than A:IX.

9.2 Minimum Scope and Limits of Insurance

- 9.2.1 Commercial General Liability Coverage, “occurrence” form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit not less than \$2,000,000. The policy shall be endorsed to name RSD, its board and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insureds.
- 9.2.2 Professional Liability Coverage for errors and omissions with a limit of liability of not less than \$1,000,000 each claim. If the policy is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than one year following termination of this Contract.
- 9.2.3 Business Automobile Liability Coverage with limits as required by the State of California.
- 9.2.4 Workers’ Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.

9.3 Endorsements

The Contractor shall furnish RSD with certificates of insurance evidencing insurance coverage for commercial general liability, automobile liability, professional liability and workers’ compensation, with an additional insured endorsement showing that RSD is named as an additional insured as to commercial general liability. The certificates and endorsements are to be signed by a person employed and authorized by the insurer to bind coverage on its behalf and shall specifically reference this Contract. The certificates of insurance and endorsements are to be received by RSD within thirty (30) calendar days of full execution of this Contract. RSD reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificates of insurance shall be mailed to:

Rosemead Elementary School District
Business Office – Suite 200
3907 Rosemead Blvd.
Rosemead, California 91770

9.4 Other Insurance Provisions

The Contractor shall cause its insurance policies to be amended to state the following:

9.4.1 The Contractor's insurance coverage shall be primary insurance with respects to RSD. Any insurance or self-insurance maintained by RSD shall be in excess of the Contractor's insurance and shall not contribute to it.

9.4.2 All rights of subrogation against RSD for injury (including death), damage or loss arising from performance or nonperformance of RSD pertaining to this Contract are waived.

9.4.3 Coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to RSD.

10. ASSIGNMENT OR TRANSFER

The Contractor shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of RSD. If prior written consent is not given by RSD to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, the Contractor shall not subcontract the work to be performed pursuant to this Contract without prior written approval of RSD. The names and qualifications of subcontractors or others whom Contractor intends to employ, other than those identified, shall be submitted to RSD for prior written approval.

10.1 The Contractor shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of RSD. If consent is not given by RSD to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, the Contractor shall not subcontract the work to be performed pursuant to this Contract without prior written approval of RSD. The names and qualifications of subcontractors or others whom Contractor intends to employ, other than those identified, shall be submitted to RSD for prior written approval.

11. TERMINATION

11.1 Scope.

RSD may at any time terminate this Contract, in whole or part, for the convenience of RSD or for default by the Contractor, by giving the Contractor a written "Notice of Termination." Upon receipt of such Notice of Termination, the Contractor shall cease all work immediately or on the date, if any, specified in said Notice of Termination, whichever is later, and thereafter take all reasonable steps to not incur additional costs associated with this Contract, except those costs necessary to close-out business on this Contract. Additional costs shall be reviewed by RSD and must be deemed allowable before payment is made.

11.2 Termination for Convenience.

If RSD elects to terminate this Contract for its convenience, such termination shall be effective immediately after delivery of said Notice of Termination to the Contractor, unless a later date is specified in the Notice of Termination. Thereafter, RSD shall pay the Contractor for services provided through the date of termination and for those allowable costs determined by RSD to be reasonably necessary to effect such termination. Thereafter, the Contractor shall have no further claims against RSD under this Contract.

11.3 Termination for Default.

RSD may terminate this Contract for reason of the Contractor's default if: (a) a federal or state proceeding for the relief of debtors is undertaken by or against the Contractor, or (b) a receiver or trustee is appointed for the Contractor, or (c) the Contractor makes an assignment for the benefit of its creditors, or (d) the Contractor becomes insolvent, which shall be deemed to have occurred if the Contractor has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not the Contractor has committed an act of bankruptcy or is considered insolvent within the meaning of the federal bankruptcy law, or (e) the Contractor breaches any material term or violates any material provision of this Contract and does not cure such breach or violation within ten (10) calendar days after delivery by RSD of a written "Notice to Cure Deficiency." The rights and remedies of RSD set forth in this Subsection shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

12. FAILURE TO COMPLY

In the event the Contracting Entity fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, RSD, the Rosemead Elementary School District Board of Trustees and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

13. FINGERPRINTING

During the entire term of the Contract, the Contractor, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when RSD determines that the Contractor's employees and/or employees of subcontractors will have more than limited contact with RSD students in the performance of the work of the Contract.

13. EMPLOYEE BACKGROUND CHECKS

13.1 At the time of Contract award, and during the entire term of this Contract, the Contractor, including all subcontractors, shall fully comply with the provisions of Education Code Section 45125.1 when RSD determines that the Contractor's

employees and/or employees of subcontractors will have more than limited contact with RSD students in the performance of work under the Contract.

13.2 The Contractor shall:

- 13.2.1 Provide for the submission of fingerprints of its employees, and the employees of all subcontractors who may have more than limited contact with RSD students, to the California Department of Justice (CDOJ) in a manner authorized by the CDOJ.
- 13.2.2 Keep, upon receipt from the CDOJ, such clearance documents on file and make them available for inspection by RSD or its designee, upon request.
- 13.2.3 Not permit any Contractor employee, or employee of subcontractors, to come in contact with RSD students until CDOJ clearance is ascertained.
- 13.2.4 Certify, in writing, to the Rosemead Elementary School District Board of Trustees that no Contractor employee or employee of subcontractors who may come in contact with RSD students has been convicted of a violent or serious felony as defined in California Penal Code Sections 677.5 (c) and 1192.7 (c) respectively.
- 13.2.5 Provide a list, including periodic updates, of Contractor employees' names and the names of subcontractor employees who have been cleared by the CDOJ and who may come in contact with RSD students.

13.3 If the Contractor fails or refuses to comply with this Section 11, RSD reserves the right to immediate termination of the Contract at any time for noncompliance.

14. NON-DISCRIMINATION

14.1 Employment

The Contractor shall ensure fairness in the manner that applications are accepted and employees are treated during employment without regard to their race, color, religion, age, sex, ancestry, disability, or national origin. Such action shall include, but may not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of the Fair Employment Practices Act.

14.2 Civil Rights Act

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, USC Sections 2000 e (17), to the end that no person shall, on the grounds of race, creed, color, sex, age, or national origin be excluded from participation in, be

denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

14.3 Section 504

Contractor hereby assures that it will comply with Section 504 of the Rehabilitation Act of 1973 with regard to federal financial assistance administered by the Department of Health and Human Services and the Americans with Disabilities Act (ADA) of 1990; and other applicable nondiscrimination laws.

14.4 Small Businesses, Firms Owned by Minority/Women/ Disabled

It is RSD's desire, that small businesses and businesses owned and controlled by women, minorities and persons with disabilities shall have the maximum practicable opportunity to participate in this Contract.

15. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, the Contractor agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

16. RECORD RETENTION AND INSPECTION

The Contractor agrees that RSD shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by the Contractor and made available to RSD during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by RSD.

17. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

18. TOBACCO-FREE WORKPLACE

When at RSD-owned or RSD-leased buildings, both parties hereby agree to comply with the Rosemead Elementary School District Board of Trustee's Policy No. 3515.1 which states:

“It is the intention of the office (RSD) to provide a smoke-free workplace within all buildings owned or leased by the office (RSD).”

19. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.), and the Rosemead Elementary School District Board of Trustee’s Alcohol and Drug-Free Workplace Policy No. 4034.

20. COMPLIANCE WITH LAW

Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. Contractor warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by RSD, provide evidence of same.

21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

22. SEVERABILITY; WAIVER

22.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

23.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

23. INTERPRETATION

Should interpretation of this Contract, or any portion thereof, be necessary it is deemed that this Contract was prepared by the parties jointly and equally and shall not be interpreted against either party on the grounds that said party prepared the Contract or caused it to be prepared. The captions and headings of the various sections of this Contract are for convenience and identification only and shall not be deemed to limit or define the content of the respective sections hereof.

24. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in Section 12, “Failure to Comply” in this contract, each party shall bear its own

attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

25. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

26. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

To RSD:

Accounting Manager and Procurement Services
Contracts Section
ROSEMEAD ELEMENTARY SCHOOL DISTRICT
3907 Rosemead Blvd., Suite 200
Rosemead, California 91770

To Contractor:

27. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

28. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

29. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of

this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

30. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

31. BOARD OF TRUSTEES APPROVAL / RATIFICATION

In accordance with Education Code Section 17604, this contract is not valid nor an enforceable obligation against RSD until properly approved and/or ratified by RSD's Board of Trustees.

32. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- B. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section B above, of this certification; and,
- D. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

33. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This

instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

ROSEMEAD ELEMENTARY
SCHOOL DISTRICT

By _____
Amy Enomoto-Perez
Superintendent

By _____

Typed or Printed Name

Title _____

Date _____

Date _____

Indicate Federal I.D. Number:

CONTRACT EXHIBIT A

SCOPE OF WORK

(will be created from Potential Contractor's Proposal)

CONTRACT EXHIBIT B

FEE SCHEDULE

(will be created from Potential Contractor's Proposal)

CONTRACT EXHIBIT C

**SCHEDULE OF FEES FOR ADDITIONAL WORK
(if applicable/necessary)**

(will be created from Potential Contractor's Proposal)