



Request for Proposal (RFP)

No. 1516-148

Legal Services

Proposal Due Date

Friday, October 02, 2015

At 10:00AM

Procurement, Central Services and Risk Management

900 Otay Lakes Road, Room 1651

Chula Vista, CA 91910

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Notice to Legal Services Firms
Request for Proposal/Qualification (RFP) No. 1516-148

Notice is hereby given by the Southwestern Community College District of San Diego County, California, hereinafter referred to as the District, acting by and through its Governing Board, will receive up to, but not later than **10:00 AM on 10/2/2015**, responses to this Request for Proposal (RFP) for Legal Services for the Southwestern Community College District.

Responses shall be received in the Office of Procurement, Central Services & Risk Management, Room 1651 located at 900 Olay Lakes Road, Chula Vista, CA 91910, on the date and at the time stated above.

All responses to this RFP shall conform and be responsive to the RFP, including its attachments/addenda.

All interested Firms may request a copy of this RFP by e-mailing purchasing@swccd.edu, calling 619-482-6481 or by visiting the District's web-site at www.swccd.edu/procurement. Any requests for information may be directed to Priya Jerome, Director of Procurement, Central Services & Risk Management by e-mailing purchasing@swccd.edu no later than **4:00PM on Friday, September 18, 2015**.

Melinda Nish, Ed.D.
Secretary of the Governing Board
Southwestern Community College District
of San Diego, California

RFP No. 1516-148 SCHEDULE

Date of Issue	August 26, 2014
Advertisement Dates	August 26, 2015 August 28, 2015 September 2, 2015 September 4, 2015
Publications and Distribution Channels	Union Tribune (UT) – 8/26/15 & 9/2/15 District Website: www.swccd.edu/procurement San Diego Contracting Opportunities Center Email Distribution List
Request for Information Deadline	Friday, September 18, 2015 4:00 PM
Pre-Proposal Meeting	September 23, 2015 at 10:00 AM Room TBD
Question Responses by District (RFI/Pre-Proposal Mtg. Responses)	Friday, September 25, 2015 4:30 PM Via Addendum
Due Date	Friday, October 02, 2015 10:00 AM, Room 1651
Interview/Presentations Mandatory Presence Required	Wednesday, October 21, 2015 9:00AM to 12:30PM Thursday, October 22, 2015 9:00AM to 12:00 noon <u>OR</u> 10:30 a.m. to 5:30 p.m. (All are approximate times)
Negotiations	October 23, 2015 at 1:00 PM
Anticipated Governing Board Approval	Tuesday, November 10, 2015

1. DISTRICT OVERVIEW

The Southwestern Community College District (SCCD), located South of San Diego and extending to the U.S. – Mexico border, is one of seventy two community college districts in the California Community College system. It serves as the primary source of higher education for approximately 400,000 residents of the South San Diego County area including the communities of Bonita, Chula Vista, Imperial Beach, National City, Nestor, Otay Mesa, Palm City, San Ysidro, Sunnyside, and Coronado.

The college began offering classes to 1,675 students in 1961, with temporary quarters at Chula Vista High School. Groundbreaking for the present 156-acre campus was in 1963. By September of 1964, initial construction was complete and classes were held for the first time on the present Otay Lakes Road site in Chula Vista. In addition to its main campus in Chula Vista, Southwestern College has established four (4) center sites, the Southwestern College Education Center at San Ysidro (1988), the Higher Education Center in National City (1998), the Higher Education Center in Otay Mesa (2007), and Crown Cove Aquatic Center. The college also provides off-campus classes at several extension centers throughout the district. Current enrollment is nearly 23,000 students and more than 600,000 students have attended Southwestern College since it opened its doors fifty (50) years ago. The District employs approximately 800 employees (full and part time).

Southwestern Community College District has successfully passed two elections: Proposition AA in 2000 for \$89 million and Proposition R in 2008 for \$389 million. The District has completed the Proposition AA authorization and approximately \$220,269,000 remaining authorization for Proposition R.

2. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS

PURPOSE OF RFP

Southwestern Community College District (SCCD) is seeking to retain one or more qualified firm to provide Legal Services. The District plans to select one or more firm(s) with various specialized areas of expertise to assist the District as needed.

SCCD is requesting proposals of qualifications from Legal Services firms who are experienced in providing a variety of service areas including but not limited to, general business law, construction law and labor/employee law. The District plans to select one firm as its General Counsel and one or more firms in the various specialized areas of expertise to assist the District as needed. The entirety of this Request for Proposals (RFP) document sets forth the District's requirements in detail. All responses should be submitted in accordance with the terms and conditions contained in the foregoing document.

DEFINITION OF TERMS

The designation of District refers to the Southwestern Community College District, a political subdivision of the State of California.

The term "**Proposers**" refers to Firms that choose to submit proposals for Legal Services.

The terms "**Contract**" and "**Agreement**" shall be used interchangeably within this document.

Throughout this document, the term "**District**" shall be used to designate the rights and responsibilities of the Southwestern Community College District

The term "**Proposer**" shall be used to designate the rights and responsibilities of the successful firm responding to this RFP.

PROPOSAL QUESTIONS

All questions regarding this RFP should be sent, via e-mail to Priya Jerome, Director of Procurement, Central Services & Risk Management at purchasing@swccd.edu

Questions will only be accepted until 9/18/2015 no later than 4:00 P.M. The e-mail subject line should read: "Your company name/Questions regarding RFP No. 1516-148. No direct responses will be sent to the company/firm asking the question. Questions we feel need to be responded, will be answered in the form of an **addendum** and sent to all potential respondents on/about 4:30 p.m. Friday, September 25, 2015. All addendums to this RFP will be posted on the District's web site.

PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to ensure that Proposals are received in the following two ways: via email submission **and** hard copy submission.

(1) For Email Submission: Proposals are to be submitted, via e-mail, to the Purchasing Department no later than 10:00 a.m. on Friday, October 02, 2015.

Submit Proposal to: purchasing@swccd.edu

The Proposal must be emailed to the address above as an attachment in Word, PDF, or Excel format and not exceed file size of 10MB. Proposals with documents exceeding 10MB in size should be saved to a smaller file size or split up and sent as separate emails. Subject line of e-mail containing submitted proposal should include and read "name of your company/submittal for RFP No. 1516–148 ("Email 1 of XX" if more than one)".

(2) For Hard Copy Submission:

Proposer must submit one (1) original and four (4) copies of the proposal, in a 3-ring binder, with tabs and one (1) USB Flash Drive with the proposal saved on it. Emphasis should be on completeness and clarity of contents. Proposals should be in 12 point type and not exceed fifteen (15) pages in length, excluding numerical analyses, Proposal Forms: A, C, D, E, F & G and all Appendices A through E. Proposals submitted in response to this RFP shall be in the following order and shall include:

- A. **General Information** - Provide a cover letter per the requirements of PROPOSAL FORM A.
- B. **Mandatory Responses** - Provide answers to the questions in both Sections 1 and 2 of PROPOSAL FORM B. Limit responses to no more than one page per question.
- C. **Personnel Experience** – For each individual being proposed, provide the name(s), title(s), qualification(s), license information, availability and location of key staff members and supervisory personnel expected to work on this project, using the format outlined on PROPOSAL FORM C. Please include an organizational chart for the proposed staff and indicate who will be the District's contact person for this Project.
- D. **Fee and Rate Proposal** – PROPOSAL FORM D.
- E. **General Terms and Conditions** – PROPOSAL FORM E.
- F. **References** – Provide six (6) (three (3) current and three (3) previous) references using the format outlined in PROPOSAL FORM F.
- G. **Addenda Acknowledgement** – PROPOSAL FORM G
- H. **Appendices**
 - a. Noncollusion Declaration – Must be notarized

- b. Equal Opportunity Affirmative Action Statement (requires Corporate Seal)
- c. Contractor's Certificate Regarding Worker's Compensation (requires Corporate Seal)
- d. Sample Agreement/Contract (For reference; especially if Proposer is recommending changes to the District Agreement and or is proposing different contract language).
- e. Check List

Oral, telephone, facsimile (fax machine) proposals **will not** be accepted. Each proposal shall be prepared simply, providing the straightforward, concise description of the proposer's ability to meet the requirements of the RFP.

This proposal package should be enclosed in a sealed envelope bearing the name of the Proposer and RFP No. 1516-148 clearly marked. All proposals must be received on or before the above mentioned due date and time of **Friday, October 2, 2015 at 10:00 AM**. Any proposal received after the scheduled closing time for receipt of proposal will be returned to the proposer unopened or rejected. All sealed proposals must be delivered to:

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
Attention: Priya Jerome, Director of Procurement, Central Services & Risk Management
900 Otay Lakes Road, Room 1651
Chula Vista, CA 91910
(Room 1651 is located in the back of Parking Lot D)

RIGHT TO REJECT

This Request for Proposal 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 Request for Proposal. The District expressly reserves the right to postpone the proposal opening date for its own convenience. The award shall be made on the proposal(s) that serve(s) the best interest of the District and will not be evaluated solely on a monetary basis; however proposers are encouraged to submit their best prices in their proposals. Award will be based on proposer's qualification and best fit as deemed by the District. No contract award shall exist until executed and approved by the District's Governing Board.

MODIFICATIONS TO PROPOSALS

The proposal may be modified after its submission by written notice to the District of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner. No modifications will be allowed after the RFP due date and time has passed.

PROPRIETARY INFORMATION

In the event any Proposer shall include in the Proposal any information deemed "proprietary" or "protected", such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed due the Provisions of the California Public Records Act. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

ORDINANCES, LAWS AND REGULATIONS

The Proposer shall comply with all ordinances, laws, and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Proposer shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State, and local government having jurisdiction over the Proposer operations. All operations and materials shall be in accordance with all applicable Federal, State, County and City laws, statutes and requirements.

WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw their proposal by written request via e-mail to purchasing@swccd.edu at any time **prior** to the deadline set for receipt of proposals. The subject line of the e-mail should include and read: "your company name/withdrawal of RFP No.1516-148. No proposal may be withdrawn or modified after that deadline. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with the general terms and conditions of the RFP.

IRREVOCABLE OFFER

Proposals shall be considered irrevocable offers for a period of ninety (90) days from the date of receipt and may not be withdrawn during this period without consent of the District.

COST OF PREPARING PROPOSALS

Any and all costs associated with the preparation of responses to this Request for Proposal, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the District.

COMPLETION OF PROPOSALS

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the proposal.

EXAMINATION OF CONTRACT DOCUMENTS

Proposers shall thoroughly examine the contents of this RFP. The failure or omission of any Proposer to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the firm from obligations with respect to this RFP or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

If any ambiguity, conflict, discrepancy, omission or other errors in the RFP is discovered, then the Proposer shall immediately notify the District of the error in writing and request modification or clarification of the document. All requests for clarifications shall be sent to the Director of Procurement, Central Services and Risk Management by email.

ERROR IN PROPOSAL

Proposer shall be bound by the terms and conditions of the proposal. However, if material errors are found in a proposal, the District may notify the Proposer that the submitted proposal and requires correction of the errors. The District reserves the right to request additional information or clarification to allow corrections of errors or omissions.

INTERVIEWS

Proposer may, after opening and prior to award, be required to make oral and visual presentations at the request of the District and based on the availability of the review committee. The District will schedule the date, time and location for any presentations as requested. Oral presentations will be evaluated and may be subjected to the selection criteria.

AWARD WITHOUT DISCUSSION

The District reserves the right to make an award without further discussion of the proposals received. Therefore, it is critical that, all proposals be submitted initially in the most favorable terms possible, both economically and technically.

CONTRACT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting contract as soon as possible after evaluation of the proposals. Performance period for this contract is anticipated to be from January 1, 2016 to December 31, 2018. Term shall not exceed three (3) years. After award, contract is subject to cancelation with 30-days written notice by either party.

INDEPENDENT CONTRACTOR STATUS

It is expressly understood that the firm named in any contract entered into by the District is acting as an “independent contractor” and not as an agent or employee of the District.

SCCD MODIFICATIONS TO PROPOSALS

Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by SCCD. All Addenda issued to this RFP will be posted to the District web site at www.swccd.edu/procurement. Addenda will also be e-mailed to all that are known to have received a copy of the RFP. **Since failure to acknowledge any addendum(s) may be cause for rejection, Proposers must return the addendum-completed acknowledgment(s) prior to or with the proposal. (Proposal Form G)**

NEGOTIATION

District reserves the right to negotiate the final pricing before award of business.

AWARD OF CONTRACT

It is anticipated that a contract will be awarded by the Board of Trustees at a regularly scheduled meeting on November 10, 2015. The award will be made to the responsible firm judged to offer the most advantages for the District. At the time of the formal award, the apparent successful firm must have agreed to contract terms representing the understandings between the parties as to terms and conditions which will govern the relationship of District and Proposer and the obligation of each party for performance of the Agreement

FINAL CONTRACT

The following documents are considered part of the final Agreement, in order of precedence:

- A. The final Agreement between SCCD and the Proposer.
- B. The Proposer’s proposal in total, including all addenda and attachments;
- C. This RFP as originally released, with Appendices and any addenda released prior to proposal opening.

All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in any contract which may arise as a result of this RFP.

NON-COLLUSION DECLARATION

Declarations are required to be completed by the Proposer declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix A.

EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Proposer must accept and sign the Equal Opportunity and Affirmative Action Statement set forth in Appendix B.

PROHIBITED INTEREST

No official 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 this contract, shall have direct or indirect financial interest in the award 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.

QUALITY OF WORK

The Proposer shall be responsible for the performance of all work as specified herein and shall guarantee that work will meet or exceed the specifications as set forth herein. If it is determined by the District that such services and/or materials do not meet requirements of the District, the Proposer shall be required to correct the same at their own expense.

QUALITY OF PERSONNEL ASSIGNED TO THE WORK

The Proposer 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 contract. Should the District deem anyone employed under any contract which may arise as a result of this RFP to be incompetent or unfit for his/her duties and so inform the Proposer, the Proposer 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 contract.

FEES

The District agrees to pay and the Proposer agrees to accept for performance of all services rendered herein, exclusive of extra work and services, a fee as specified in the cost proposal included herein. The prices specified in the cost proposal shall be firm for the duration of the contract and shall include all of the Proposer's costs, taxes, duties, license fees, expenses, overhead, required bonds, and profit.

It is understood and agreed that said fee is a maximum fee and is subject to corresponding reduction in the event that the actual cost of performing the services proves to be less than is now estimated at the time of entering into the contract.

TERMINATION

The District hereby reserves the right to terminate this Agreement, with or without cause, at any time. In the event of such termination, the Proposer 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 the Proposer hereby expressly waives any and all claims for damages or compensation arising under this contract, 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 any contract derived as a result of this RFP, the District will not be obligated to pay remaining unpaid balances beyond those funds for services already received.

DEFAULT

The District shall hold the Proposer responsible for any damage which may be sustained because of the failure or neglect of the Proposer to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence of the delivery requirement of any contract which may arise as a result of this RFP. If the Proposer fails or neglects to furnish or deliver any of the services, materials, or supplies 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 any contract which may arise as a result of this RFP, the District may, upon written notice to the Proposer, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the services, materials, or supplies elsewhere without notice to the Proposer. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by the Proposer's default may be collected by the District from the Proposer and/or from the surety on the performance bond, if any.

FORCE MAJEURE

The parties to any contract which may arise as a result of this RFP shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plant, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

INTERVIEWS

Responses to this RFP may be so similar in quality that oral interviews may need to be conducted to assist in making the final selection. The decision to hold interviews and the scope or any limitations thereof shall be at the sole discretion of the District. In the event that an interview is prescribed, the District requires that the designated representatives

identified in the proposals as being the attorneys who will be assigned to the District, be present and prepared to respond to District inquiries.

PROPOSER CONDUCT

During the RFP window (from release of this RFP to final award), proposer is not permitted to contact any SCCD employees or members of the Governing Board unless at the request of SCCD's designated contact person (Director of Procurement, Central Services & Risk Management) or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

ASSIGNMENT OF CONTRACT

The contract entered into for the performance of these specifications may not be, in whole or any part, assigned or transferred, directly or indirectly, without the prior written consent of the District.

CHANGES TO CONTRACT TERMS

If experience or special circumstances dictate the need for modifications in the level or variety of services at any location, it shall be specifically understood and agreed that such modifications may be implemented by mutual agreement without voiding in any manner the contract executed by the parties at the beginning of the contract term.

Any changes, additions, deletions, or modifications, which materially change the terms of the contract, shall be made by written amendment and signed by the District and the Proposer's.

3. EVALUATION OF PROPOSALS

The proposals shall be primarily evaluated based upon qualifications of the firm and personnel, innovativeness, demonstrated knowledge and experience with California community colleges, and estimated fees.

The RFP will be reviewed by a selection committee of District representatives appointed by the Superintendent/President. The evaluation team will recommend award of Agreement to the Governing Board

Evaluation Matrix	
Qualifications, Technical Expertise of the Firm and Personnel assigned to the Project	30 Points
Experience and client references on relevant similar work accomplished for California public schools	25 Points
Fee/Costs for Services	25 Points
Quality and responsiveness of proposal; Interview and Presentation	20 Points

Firm personnel may be invited to participate in oral interviews; this process would require the mandatory presence of all persons identified to work on this project. Following the interview, District staff may choose to negotiate a contract with one or more selected firms. Negotiations will require the mandatory presence of the representative responsible for binding the contract of the proposal submitting firm.

Proposals will be initially evaluated on the written responses to the RFP. Proposers will be allowed to enhance their initial proposals during negotiations.

4. SCOPE OF SERVICES

- A. Act as General Counsel to the District. General Counsel will provide advice and interpretation of the law as it applies to the District, such information may involve federal laws as well as State and local statutes, ordinances and codes.
- B. Act as District designated Counsel for specialized services such as Public Construction, Employment Law/Labor Relations, Student Affairs and Business & Financial Affairs
- C. The term of the contract shall be three (3) years.
- D. Typical Duties (not exhaustive) for General Counsel:

- Provide general legal advice.
- Provide advice on college business and administration.
- Provide advice on labor relations and personnel matters.
- Provide advice on consulting and training services.
- Provide advice on real estate matters.
- Provide advice on student affairs.
- Provide advice on Board policies and procedures.
- Provide advice on California Public Records Act.
- Provide interpretation of and advice on Education Code, Public Contracts Code and Government Code as it pertains to business matters and public construction.
- P.O.S.T. and other Campus Police and Public Safety issues.
- Represent the District in administrative, litigation and court proceedings.
- Maintain knowledge base of issues facing college and school districts and be prepared to offer legal opinions.
- Contracts-as-needed or asked to prepare, review, consult, and approve.
- Board of Trustees action items -- review and approve legislative documents.
- Board of Trustees and Elected official issues – liability.
- Work with other assigned District counsel as needed.
- Attend work sessions and regular Board meetings (open and closed sessions) and special Board meetings/workshops with Board and staff when requested.

- Advise on Brown Act and Board agenda items.
- Report to and receive assignments from the Superintendent/President or delegate.

E. Typical Duties (not exhaustive) for Employment Law/Labor Relations:

- 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 issues and other related disputes.
- Review drafted Board policies, regulations and personnel procedures.
- Supplemental advice on Worker's compensation and 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 complaints and grievances.
- Serve as District spokesperson for labor negotiations when designated.

F. Typical Duties (not exhaustive) for Student Affairs:

- Provide advice on Student Services and Instructional issues.
- Provide advice on Student discipline and code of conduct.
- Federal Title 9
- Provide advice on Federal programs (financial aid, VA, etc.).
- First amendment/freedom of expression issues.

G. Typical Duties (not exhaustive) for Business and Financial Affairs:

- Provide advice and assistance with Intergovernmental agreements, partnerships and Complex Contracts (drafting, reviewing, negotiating and related litigation).
- Provide advice related to Real property (acquisition, leasing and Education Code requirements).
- Provide advice related to Budget, Finance, Audits and auditors.
- Advice on Foundations and Auxiliary organizations.
- Advice on Financial Aid (Bankruptcy, filings).

- Public finance, including reporting obligations and audit.
- Provide supplemental advice on Insurance contracts, claims and litigation.
- Provide interpretation and advice on contracts drafting, reviewing, negotiating and related litigation in accordance to Public Contracts Code, Education Code, Government Code requirements.
- Provide advice and guidance on Competitive bid requirements (Public Contracts Code, Title 5 and Title 9 Education Code et al.).
- Provide interpretation and advice on contracts drafting, reviewing, negotiating and related litigation in accordance to Smaller Classes, Safer Schools and Financial Accountability Act ("Proposition 39").

H. Typical Duties (not exhaustive) for Public Construction:

- Provide interpretation and advice on Public works and construction related contracts drafting, reviewing, negotiating and related litigation in accordance to Public Contracts Code, Education Code, Government Code, Field Act requirements.
- Provide advice and guidance on Competitive bid requirements (Public Contracts Code, Government code, Field Act, Title 5 and Title 9 Education Code et al.).
- Provide interpretation and advice on contracts drafting, reviewing, negotiating and related litigation in accordance to Smaller Classes, Safer Schools and Financial Accountability Act ("Proposition 39").
- Provide advice on Labor compliance and reporting obligations.
- Advice and direction on Public works and construction, including liability and claims:
 - Construction claims and litigations
 - Bid and contractor compliance
 - Environmental compliance and CEQA
- Must have experience with the Department of the State Architect (DSA) .
- Provide advice on Real estate acquisitions/disposals and leases, Eminent domain and easements.
- Legal advice on Public and private financing of facilities, including reporting obligations, audits, etc.
- Provide guidance and advice on ADA and barrier removal compliance.
- Provide advice and guidance as required on various construction and construction management delivery methods, such as:
 - CM, CM at Risk, CM Agency, Design-Build, Design-Bid-Build, etc.
- Advise the District's Governing Board, Superintendent/President and designated Administrators on various legal and construction issues.

I. Inform the Superintendent/President and/or designee of changes in the laws that would affect existing District Board Policy and/or require new District Board Policy.

- J. Conduct workshops and seminars in areas of general concern, such as: Equal Employment Opportunity, Non-Discrimination, Sexual Harassment Prevention and Awareness, Conflict of Interest, etc.
- K. Legal advice and representation of the District in litigation on any or all matters as directed by the District's Superintendent/President, Vice President of Business and Financial Affairs or the Board of Trustees. The legal services may include but are not limited to the topics referenced above.
- L. Ability to provide training and workshops in a variety of areas.
- M. Provide advice and consultation on all District matters by phone, office visits, District visits and correspondence.
- N. Provide a general informational service on legal matters of interest.
- O. Inform and assist the District in complying with new requirements of the law.

5. DESIRED QUALIFICATIONS

- A. Substantial knowledge and experience in the interpretation of state, federal and local laws and codes as they relate to California Community College Districts.
- B. Substantial experience in working with agencies and public boards with multi-million dollar annual budgets.
- C. Substantial Expertise and Experience in all aspects of contract law as it pertains to Public Contracts Code, Government code, Field Act, Title 5 and Title 9 Education Code et al .
- D. Must have verifiable successful experience preparing and successfully defending all documents and legal advice related to education facilities planning, construction and renovation in California.
- E. Construction law firm must be able to demonstrate a track record for preparing documents and legal advice that will limit the District's exposure to litigation and change orders, and then minimizing the impact of change orders and effectively handling any potential post-construction litigation.
- F. Knowledge of labor relations, personnel, purchasing, codes and regulations of the State of California.
- G. Knowledge of the Education Code with specific experience in Article 41 (including student and professional issues)

- H. Knowledge of the Brown Act, Political Reform Act and Govt. Code 1090.
- I. Member of 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.

PROPOSAL FORM A General Information

1. Cover Letter

Cover letter to District in addition to the Proposers narrative must include the information noted below in a letter format.

The individual who is authorized to bind Legal Services Proposal (hence, "Proposer") contractually must sign the cover letter, which must accompany the Proposer's RFP response. This cover letter must indicate the signer is so authorized 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, and telephone number of the individual signing the cover letter.
- A statement indicating the signature is authorized to bind the Proposer contractually.
- 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. Please complete Proposal Form A thru G and Appendices A thru F as part of your RFP response.
- A statement expressing the Proposer's willingness to perform the services as described in this RFP.

- A statement indicating that all forms, certificates and compliance requirements included in this RFP are completed and duly submitted in the proposal response.
- A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFP.

2. Proposer Corporate Information

- Type of Firm:
Corporation: _____ Proprietorship: _____ Partnership: _____
Joint Venture: _____ Other (please describe): _____
- Business License Number: _____
- Number of years in business under firm name: _____
- Has the firm changed its name within the past 3 years?
YES ☐ NO ☐
If yes, provide former name(s): _____

- Have there been any recent (within the last three years) changes in control/ownership of the firm?
YES ☐ NO ☐
If yes, explain. _____

- Have officers or principals of the firm ever had their business license suspended or revoked for any reason?
YES ☐ NO ☐
If yes, please explain. _____

PROPOSAL FORM B MANDATORY RESPONSES

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:

- Describe the philosophy and areas in which the Proposing Firm excels especially as it relates to this RFP.
- 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
- _____ Public Construction

2. SIZE, SCOPE AND CAPACITY OF THE PROPOSER

- 2.1** Location of your firm's main office and, if applicable, all Southern California and San Diego offices.
- 2.2** Size of the firm, including the total number of attorneys state-wide and the size of any San Diego County office(s).

- 2.3 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.

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, Public Construction 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:

- 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, Public Construction) 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, Public Construction.
- 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, Public Construction) in the last ten years:

General Counsel:

Employment Law/Labor Relations:

Student Affairs:

Business and Financial Affairs:

Public Construction:

- 4.5 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, Public Construction) the past ten years?

General Counsel:

Employment Law/Labor Relations:

Student Affairs:

Business and Financial Affairs:

Public Construction:

- 4.6 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 them 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:

Public Construction:

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? Site examples if any of cost control initiatives implemented with Public 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 Describe and provide evidence regarding your firm's malpractice insurance coverage, including amounts of coverage.
- 5.14 Is there now pending any legal action alleging malpractice or violations of law in connection with any partner of the firm or any attorney employed by the firm, or in connection with any matter for the type of services your firm would like to provide for the District? Have there been any settlements or judgments involving such actions within the

last five years? Please describe each such settlement or judgment, including the nature of the action and the amount of recovery.

- 5.15 Are there pending legal or disciplinary matters involving such actions against the firm by any state or federal regulatory agency? Please describe. Please include information about any criminal indictments or convictions against the firm or its attorneys 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.
- 5.16 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.

**PROPOSAL FORM C
PERSONNEL EXPERIENCE**

NAME	
Title	
Office Location	
Role	
Qualification	
How Long in Current Position?	
How Long in Relevant Practice?	
How Long Licensed in California?	
Number of Community College Transactions Individual Has Participated?	
Brief Profile	
Other Relevant Experience	
Billing Rate	

NAME	
Title	
Office Location	
Role	
Qualification	
How Long in Current Position?	
How Long in Relevant Practice?	
How Long Licensed in California?	
Number of Community College Transactions Individual Has Participated?	
Brief Profile	
Other Relevant Experience	
Billing Rate	

**PROPOSAL FORM D
FEE AND RATE 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/ Public Construction)			
	2016	2017	2018
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 opening date.

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/bid 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 a Contract: If awarded a contract, the Proposer agrees to execute a contract in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements within twenty one (21) calendar days of receipt of written notice of acceptance of the Proposal by the District.

Assumption of Contract: The Proposer agrees to assume operations under the contract on January 1, 2016 or within ten (10) calendar days following the District's notification to proceed, as applicable.

Exceptions to Specifications: In submitting a proposal, the Proposer affirms acceptance of the complete Conditions Specifications and Requirements associated with the District's RFP document, unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated herein or in an attachment to the bid submittal which is to be titled "Exceptions."

Conflicts of Interest: All Proposers must disclose the name of any Board of Trustees member, officer, director, or agent who is also an employee of the Southwestern Community College District, which includes any District employee. Further all Proposers must disclose the name of any District or 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 proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

Required Submittals: The Proposer's detailed responses to the District's specifications and evaluation criteria 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.

SUBMITTED BY:

Company Name

Mailing Address

City, State, and Zip Code

Telephone Number

FAX Number

By: Signature (Manual)

By: Signature (Typed or Printed)

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 size and function of Southwestern Community College. Please list three (3) current and three (3) past references for California educational or governmental entities that can be contacted for an assessment of current or past client satisfaction using the format outlined below.

CURRENT REFERENCES

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ Email: _____

Number of Years Using Your Firm's Services: _____

Type of Legal Services Provided: _____

Number of administrative hearings conducted and the outcomes of those hearings:

PAST REFERENCES

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ Email: _____

Number of Years Using Your Firm's Services: _____

Type of Legal Services Provided: _____

Number of administrative hearings conducted and the outcomes of those hearings:

PROPOSAL FORM G
Addenda Acknowledgement

Addenda: Changes or corrections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

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
Noncollusion Declaration

**NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH PROPOSAL**

State of California)
) ss.

County of _____)

_____, being first duly sworn,
deposes and says that he or she is _____ of
_____ the party making the foregoing
proposal that the proposal is not made in the interest of, or on behalf of, any
undisclosed person, Proposer, company, association, organization, or corporation; that
the proposal is genuine and not collusive or sham; that 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; that 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, further,
that 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.

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

Signature

APPENDIX B
Equal Opportunity Affirmative Action Statement

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Proposer hereby certifies that in performing work or providing products 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 __, 2015.

(Corporate Seal)

Name of individual, company or corporation

By:_____

Title:_____

Address:_____

City

State

Zip Code

<p style="text-align: center;">APPENDIX C Consultant's Certificate Regarding Worker's Compensation</p>
--

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.

Name of individual, company or corporation

By:_____

(Corporate Seal)

Title:_____

Address:_____

City State Zip Code

(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.

SAMPLE OF Agreement FOR DISTRICT LEGAL SERVICES

This contract made and entered into this 10th day of November, 2015 by and between Southwestern Community College District of San Diego County, California, hereinafter called the "District" and _____, hereinafter called "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: The Request for Proposals as included herein, the accepted proposal, the specifications of this Agreement, including all modifications thereof duly incorporated therein, and the Purchase Order, as 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. 1516-148, included herein as part of this Agreement.

Article 4. CONTRACT PERIOD: This Agreement shall be in effect for a period of three (3) years, commencing January 1, 2016 and ending December 31, 2018.

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. 1516- 148.

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 Business and Financial Affairs.

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. 1516-148, 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) 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:
 - i. Owned, non-owned and hired vehicles;
 - ii. Blanket contractual;
 - iii. Broad form property damage;
 - iv. Products/completed operations; and
 - v. 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 sub-contractors 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 FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

In accordance with the terms and conditions as specified in Request for Proposals No. 1516-148, 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 hereinbefore set forth.

Name of Legal Firm

Southwestern Community College District

Name: _____

Melinda Nish, Ed.D.
Superintendent/President

Federal Tax ID: _____

900 Otay Lakes Road
Chula Vista, CA 91910-7299
Telephone: 619-482-6301
Fax: 619-482-6413

Address: _____

City/State/Zip: _____

Telephone: _____

Signature: _____

Fax: _____

Date: _____

Are you a District employee? ☐ Yes ☐ No

Is a Credential or Special License required for this consultancy? ☐ Yes ☐ No

Originator: Melinda Nish, Ed.D.
Superintendent/President

If yes, please specify and attach a copy of current License.

Signature: _____

Account No. _____

Date: _____

APPENDIX E
- Submission Checklist
Southwestern Community College District
Legal Services

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	Not necessary to include with proposal if no changes are being requested, but receipt acknowledge
Appendix E: Submission Checklist	