



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

**Legal Services for
Imperial Community College District**

RFP # 1006

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

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



TABLE OF CONTENTS

Notice to Legal Services Firms.....4

Request for Proposals RFP # 10065

1. THE DISTRICT.....5

2. REQUEST FOR PROPOSALS6

 2.1. Obtaining RFP6

 2.2. District RFP Contact.....6

 2.3. Responsive Proposals6

 2.4. RFP Activities.....6

 2.5. District Modifications to RFP.....6

 2.6. No Oral Clarifications/Modifications7

 2.7. Modification/Withdrawal of Submitted RFP Response7

 2.8. Proposal Clarification Requests.....7

 2.9. Errors/Discrepancies/Clarifications to RFP.....7

 2.10. Prohibited Interests7

 2.11. Unauthorized Communications7

 2.12. Proposal As Irrevocable Offer7

 2.13. Respondents Continuing Obligation.....8

 2.14. Public Records8

 2.15. RFP Response Costs.....8

 2.16. Respondent Compliant with Laws & Regulations.....9

 2.17. Interviews, Negotiations9

 2.17.1. District Reservation of Rights

 2.17.2. Interviews

 2.17.3. Negotiations/Discussions

 2.18. Contract Award.....9

3. LEGAL SERVICES9

 3.1. General Counsel9

 3.2. Employment Law/Labor Relations.....10

 3.3. Student Affairs.....10

 3.4. Business and Financial Affairs10

 3.5. Required Skills, Knowledge and Qualifications11

 3.6. State Bar Membership; Conflicts12

 3.7. Required Insurance Policies12

4. PROPOSAL SUBMITTAL12

 4.1. Proposal Delivery12

 4.2. Proposal Copies12

 4.3. Proposal Format.....12

5. EVALUATION OF PROPOSALS.....13

 5.1. General13

 5.2. Selection Committee13

 5.3. District Policy13

 5.4. Evaluation Criteria; General.....13

 5.5. Proposals Scoring14



5.6. Notice of Intent To Award Contract..... 14
 5.7. Award of Contract 14

Appendix Forms

Form A - General Information Questionnaire 16
 Form B - Qualifications Statement 18
 Form C - Personnel & Personnel Experience 22
 Form D - Fee Proposal..... 23
 Form E - General Terms and Conditions..... 24
 Form F - References 25
 Form G - Addenda Ach-33 -1(e)4 (oa)4 (le)4 (nc)4 dgncnt 2.56 Tdd()Tj0.26 0 06(.....)Tj(.



Notice to Legal Services Firms
Request for Proposals RFP # 1006

NOTICE IS HEREBY GIVEN that the Imperial Community College District, hereinafter referred to as the District, acting by and through its Governing Board, will receive up to, but not later than Thursday, August 1, 2019, 4:00 PM responses (“RFP Responses” or “Proposals”) to this Request for Proposal RFP # 1006 (RFP) for Legal Services. (b) (5) - DPP

**Request for Proposals RFP # 1006****Legal Services for Imperial Community College District**

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

1. THE DISTRICT.

The District provides post-secondary education services for the large and diverse Imperial County population. As part of the California Community College system, the District offers education opportunities leading to Associates degrees, career program certification and college/university transfers in a variety of subject areas. The District also offers customized training designed to fit employers’ specific needs. In the 2016-2017 academic year, the District served nearly 7,000 students,

The District’s primary campus is Imperial Valley College, situated on 160 acres in the midst of rich agricultural land. In recent years, with local voter support of two general obligation bond measures, the Imperial Valley Campus has been extensively modernized classrooms and added a state of the art 70,000 square foot science and classroom building as well as new Career Technical Education classrooms and labs.

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

The District seeks to foster excellence in education that challenges students of every backgstgsquarersaenThe



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

2. REQUEST FOR PROPOSALS.

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

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

Adriana Sano, Executive Assistant
Imperial Community College District
Email: Adriana.sano@imperial.edu

- 2.3. Responsive Proposals.** Proposals shall be responsive to material requirements of the RFP. A Proposal which is not responsive to material requirements of the RFP may be rejected by the District for non-responsive. Proposals which are submfDC BT1 0 1 0 1 08on FoR5ARPl10i8



without limitation, the cancellation of this RFP. Modifications, if any, made by the District to the RFP will be in writing in the form of Addenda to the RFP. All addenda issued by or on behalf of the District shall become part of this RFP.

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

2.17. Interviews, Negotiations.

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

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

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

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

3. LEGAL SERVICES.

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



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

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

California Public Records Act compliance

Board policies and procedures

P.O.S.T. and other Campus Police and Public Safety issues

Brown Act compliance, development of Board agenda items

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Federal Title 9 compliance.

Provide advice on Federal programs (financial aid, VA, etc.).

First amendment/freedom of expression issues.

3.4. Business and Financial Affairs. Provide Legal Services supporting the District's



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

4. PROPOSAL SUBMITTAL.

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

- 4.1. Proposal Delivery.** Proposals must be delivered to the District at or prior to the latest date/time for submitting Proposals at the location designated in the RFP in a sealed envelope with the envelope exterior prominently marked with the name of the Respondent, description of the RFP and the RFP number. Proposals submitted verbally or by



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

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

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

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

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

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

- Appendix A Non-Collusion Affidavit
- Appendix B Equal Opportunity Affirmative Action Statement
- Appendix C Workers Compensation Certification
- Appendix D Contract Acceptance; Contr D



Cover Letter

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

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

- The Proposer’s name, address, e-mail, telephone, and facsimile number.
- The Proposer’s Federal Employer Identification Number and Corporate Identification Number, if applicable.
- The name, title or position, email address and telephone number of the individual signing the cover letter.
- A statement indicating the signatory of the cover letter is authorized to bind the Proposer to the Proposal.
- The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
- A statement to the effect that the

goods from the latest date for submitting P11.28 05 (o)
services as described in this RFP.

- A statement indicating that all fo 05 (ms)1 (,)2 (c)6 (e)-4 (resources w (f)the cover letter.

[END OF SECTION]



PROPOSAL FORM A
GENERAL INFORMATION QUESTIONNAIRE

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

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

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

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

[CONTINUED NEXT PAGE]



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

Corporation _____
(State of Incorporation & Corporate Registration No.)

Partnership _____
(Describe type of partnership i.e., g945 g945rp10.5 (i)30.3 (p)0.5 (a)4.2(t)-12(tio)27.3 (n)0.6 (e)19.17(r)18.2.6 (.2 (gi12(tio)



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

1. PROFILE AND OVERVIEW OF THE PROPOSER.

1.1. General Overview of the Firm:

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

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

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

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



be dedicated to the District.

- 5.3. What is the proposed team's approach to working collaboratively with the District?
- 5.4. Does your firm provide monthly status reports on the matters you handle for public agency clients? If so, describe the type of information the status reports contain. Do you charge your public agency clients for preparing monthly status reports? If so, how much?
- 5.5. For the attorneys that you will assign to work on District matters, approximately how many closed sessions have such attorneys attended in the last ten years?
- 5.6. Does your firm provide preventive risk counseling? If so, describe the type of preventive risk counseling that your firm provides to public agency clients.
- 5.7. What is your approach, process and methodology for cost control? Cite examples if any of cost control initiatives implemented with public agency clients comparable to the District's size and scope.
- 5.8. Does your firm provide training to public agency employees in the areas of labor, general business and construction law? If so, describe the type of training your firm has provided to other public agencies. Do you charge your public agency clients for training services, and if so, how much?
- 5.9. Does your firm provide budgets for legal fees and costs for each matter you handle for public agency clients? If so, describe the type of budget information the report contains. Do you charge your public agency clients for preparing budget reports, and if so, how much?
- 5.10. The [REDACTED]



provide details of each such judgment.

5.18. Are there any current pending mediation, arbitration, judicial or administrative proceeding against your firm any partner of your firm or any attorney employed by your firm relating to Legal Services? If yes, provide details of each such pending proceeding.

5.19. Is there now pending any legal action alleging malpractice or violations of law committed by any partner of the firm or any attorney employed by the firm?

5.20. a y t m y T d [(a n) - 2 4



Respondent: _____



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

Right to Reject: The Proposer understands that the District reserves the right to reject any or all Proposals and to waive any informality in the evaluation of P



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

Name of Entity _____



**PROPOSAL FORM G
ADDENDA ACKNOWLEDGEMENT**

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

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



State of California)
County of _____)

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

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, Proposer, company, association, organization, or corporation;
2. The proposal is genuine and not collusive or sham;
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, or entered into any agreement with any other Proposer to put in a false or sham proposal.

(The Proposer has signed and sworn to the truthfulness of the foregoing statements.)



IMPERIAL COMMUNITY COLLEGE DISTRICT EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Proposer hereby certifies that in performing or providing Services fororhar Din (n)-1F()(ha (n)-1F()o5i6(n)-1



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

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

Article 1. CONTRACT DOCUMENTS: The complete contract consists of the following documents: 1) The Request for Proposals as included herein; 2) the accepted proposal; 3) the following files: 12-60 (Fr-0 (Fr) 5th B (w

W nsi .22-4 (er)-1 (et)27. TcOra4.17 (s



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

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

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

Article 11. TERMINATION: The District hereby reserves the right to terminate this contract, with or without cause, at any time. In the event of such termination, Firm shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and Firm hereby expressly waives (c)4 (e)4 7Snd Frm heh te 9Tj0 Tc 251maetTw 2.085-2 7Snd F 7-2 (2 (n-2 d.gTw 9. 3 0 Td (7



**APPENDIX E
PROPOSAL SUBMITTAL CHECKLIST**

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