

**Request for Qualifications (RFQ) /  
Request for Proposals (RFP) No. 2074**

**Legal Services - General Counsel**



Date Issued: November 18, 2019

Response Closing Date / Time: December 6, 2019 @ 2:00 PM (PST)

Bidders are invited to provide information on products and services for the above-mentioned project by providing a response to this RFQ/RFP and forwarding it to the address indicated in this document by the date and time prescribed.

**NO FAX OR EMAIL PROPOSALS WILL BE ACCEPTED.**

## **1. Background about Rio Hondo College:**

Rio Hondo Community College (“District”) was established in 1961. The District primarily serves residents of Whittier, El Monte, South El Monte, Pico Rivera and Santa Fe Springs; residents of unincorporated Los Angeles County; and several cities outside District boundaries.

The District also provides transfer, vocational, and short-term courses for roughly 13,000 full-time equivalent students; is fully accredited by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges; is governed by an independent five- member governing board who are elected at large for four-year terms; and administered by the Superintendent/President, who is appointed by the Governing Board.

There are three (3) Off Site Educational Centers within the Communities that are served:

El Monte Educational Center (EMEC)  
3017 Tyler Ave.,  
El Monte, CA 91731

Rio Hondo Educational Center at Pico Rivera  
9426 Marjorie St.,  
Pico Rivera, CA 90660

South Whittier Educational Center (SWEC)  
14307 E. Telegraph Road,  
Whittier, CA 90604

The District also has a Fire Academy located at Santa Fe Springs:

Rio Hondo Regional Fire Training Center  
11400 Greenstone Ave.,  
Santa Fe Springs, CA 90670

## **2. RFQ/RFP Objective(s):**

The District is inviting Proposals from law firms with experience and expertise in California, Los Angeles County public and private higher education institutions and/or public agencies to provide General Counsel Legal Services on “as needed” basis.

The District will receive responses to this RFQ/RFP and, if deemed necessary, may conduct individual interviews in order to select firms, which in the opinion of the District, are best suited to perform legal services for the District as described in the Scope of Work (Exhibit A).

Bidder is hereby informed that this RFQ/RFP is intended as an informal solicitation of Proposal only. It is not intended, nor is it to be construed as engaging in formal competitive bidding pursuant to any statute, ordinance, policy, or regulation.

## **3. Term:**

The term of the Agreement will be for a period of one (1) year from effective date and with an option for additional two (2) annual renewals, if mutually agreed upon by both parties.

## **4. RFQ/RFP Schedule:**

The following are the schedule of events for this solicitation:

|                                              |                                          |
|----------------------------------------------|------------------------------------------|
| RFQ/RFP Issued                               | November 27, 2019 (Mon)                  |
| Due Date and Time for Submission of Proposal | December 6, 2019 (Fri) @ 2:00 PM (PST)** |

\*\* Proposals received after this date will be considered at the discretion of the district.

**5. Qualification Requirements:**

- A. Bidders should be able to demonstrate their current capability and possess a record of successful past performance in providing substantially similar services as those specified in this RFQ/RFP.
- B. Accordingly, prospective Bidders should conform to the following qualification standards and provide the required information in order to be considered for award:
  - I. Minimum Qualifications:
    - 1) On-going legal practice representing other California Community Colleges for a in one or more of those areas of law described in Exhibit A “Scope of Work”.
  - II. Desired Qualifications:
    - 1) Substantial knowledge and experience in the interpretation of state, federal and local laws and codes as they relate to California Community College Districts.
    - 2) Substantial experience in working with Community Colleges and/or agencies and public boards with multi-million dollar annual budgets.
    - 3) Substantial expertise and experience in various aspects of contract law as it pertains to Public Contracts Code, Government Code, Field Act, Title 5 and Title 9 Education Code, Section 508 et al.
    - 4) Knowledge of labor relations, personnel, purchasing, codes and regulations of the State of California.
    - 5) Knowledge of the Education Code.
    - 6) Specific experience in article 41 including of other professional and student matters.
    - 7) Knowledge of the Brown Act, Political Reform Act, and Govt. Code 1090.
    - 8) Member of the California State Bar [The selected firm(s) 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].
    - 9) Support an inclusive and diverse workforce which includes beliefs that diversity fosters awareness, promotes mutual understanding and respect, and provides suitable role models to your clients.

**6. Preparation of RFQ/RFP:**

Proposals should 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 or improperly mislead the District in the evaluation of the Proposal.

**7. Dissemination of RFQ/RFP Information:**

- A. The District may revise or add to the RFQ/RFP prior to the deadline for Proposals and, at its own discretion, may extend the deadline for all potential Bidders. Any changes to the RFQ/RFP will be in the form of written Addendum issued by the District Contact. Response to any Bidder query will be issued as a Bulletin. Such Addendum/Bulletin issued will be uploaded at the District's website and shall be made part of this RFQ/RFP. It is the Bidder's responsibility to regularly check the District's website for any Addendum/Bulletin issued.
- B. Except as stated in this provision, no other person aside from the District Contact or its designee is authorized to amend any part of this RFQ/RFP, in any respect, either in writing or by oral statement.

**8. District Contact:**

All communication should be sent via email and directed to the following District Contact:

**Shawn Smith**  
3600 Workman Mill Road  
Whittier, CA 90601-1616  
Phone: (562) 463-5150  
Email: ssmith@riohondo.edu

Any requests for information or questions about this RFQ/RFP are to be sent only to the District Contact above up by 2:00 pm on December 6, 2019.

*Note: When communicating with the District Contact, please indicate in the subject line "RFQ/RFP No. 2074 Query"*

**9. Restriction on Communications:**

- A. Except as specified in this Section, Bidders are not permitted to communicate with District personnel, or members of the Board of Trustees regarding this solicitation during the period between the RFQ/RFP issue date and the announcement of awards except during:
  - 1) The course of a Bidders' conference, if conducted; and
  - 2) Oral presentations and site visits, if conducted.
- B. If a Bidder is found to be in violation of this provision, the District reserves the right to reject its proposal.

**10. Questions Regarding the RFQ/RFP:**

- A. All inquiries, questions, and requests for clarification of the contents of this RFQ/RFP should be sent by email to the District Contact.
- B. All inquiries should include:
  - 1) A clear and concise question and reference page number; and
  - 2) References to specific points within this RFQ/RFP.

- C. Questions are due by the date specified in the RFQ/RFP schedule in Section 4 of this RFQ/RFP.
- D. Any person(s) other than the District Contact or its designee shall be deemed unauthorized to respond to questions regarding this RFQ/RFP and may not be relied upon.

**11. Errors and Omissions:**

- A. Each Bidder should fully be familiar with the specifications and requirements of this RFQ/RFP. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other document, shall in no way relieve any Bidder from any obligation with respect to his/her Proposal or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.
- B. If Bidder discovers any discrepancy, error, or omission in this RFQ/RFP or any Attachments, the District should be notified immediately and a written clarification/notification will be issued as a Bulletin. No Bidder will be entitled to additional compensation for any error or discrepancy that appears in the RFQ/RFP where the District was not notified and a response provided.

**12. Submission of Proposals:**

- A. Bidders should submit their responses to this RFQ/RFP in via email by Friday. Hard copies of the proposal may be sent sealed envelope with detailed financial information after the email response has been sent and postmarked by December 6, 2019. Email should be sent to [ssmith@riohondo.edu](mailto:ssmith@riohondo.edu).
- B. Bidder's email response should contain one (1) signed scanned copy (bearing original signatures), addressed to the District Contact above and identified by affixing a label containing the following information:
  - 1) Date of the Bidder's response;
  - 2) RFQ/RFP Project Name; and
  - 3) Name of Bidder's representative, phone number, and e-mail.
- C. Bidders should email their responses, in conformity with the requirements of this RFQ/RFP, by the stated deadline to the District Contact above. Business hours are 8:00 am to 4:00 pm (Monday through Friday). The Bidder is responsible for the timely delivery of their response to the District. Bidders assume all risks for any problem(s) in the submission and/or method of delivery chosen. The District assumes no responsibility for any delay caused by any delivery service selected by the Bidder. A proposal that is not received by the due date and time (via hand delivery, mail, courier) will be subject to rejection, at the sole discretion and in the best interests of the District.

**13. RFQ/RFP Exceptions:**

The District will not consider the submission of the Bidder's standard agreement(s) to be a presentation of exceptions. Every exception request must be stated as such in their proposal in accordance with this Section 13.

- A. Technical Exceptions: The Bidder shall clearly describe any and all deviations in its Proposal

from the functional requirements stated in this RFQ/RFP and also describe any services that could be made by the Bidder to satisfy those requirements.

- B. General Exceptions: The Bidder shall also clearly state its objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFQ/RFP. If the Bidder has no general exceptions to present, this fact should be stated in the proposal.
- C. Bidders are cautioned that if the District is unwilling or unable to approve a request for exception to the RFQ/RFP requirements and the Bidder does not withdraw the request, the proposal will be deemed to be non-responsive and ineligible for contract award.

#### **14. General Terms and Conditions:**

Exhibit B (Sample Agreement) contains the general terms and conditions for this RFQ/RFP. The District reserves the right to modify Exhibit B to the extent that it deems necessary either before or during any negotiations with a selected Bidder. Each Bidder is expected to review the general terms and conditions or their objections to specific parts of Exhibit B as a mechanism to expedite the contract negotiation process.

#### **15. Withdrawal of Proposal:**

Proposals may be withdrawn by written notice received by the District at any time prior to the submittal deadline.

#### **16. Rejection of Proposal:**

Reasons for rejection of proposals by the District include the following:

- A. Late proposals will not be accepted;
- B. Proposals may be rejected for failure to conform to the rules or requirements contained in the RFQ/RFP;
- C. Failure to sign the proposal;
- D. Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected;
- E. Noncompliance with applicable law, unauthorized additions or deletions, conditional proposals, incomplete proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning; and
- F. Provisions reserving the right to accept or reject an award or to enter into a contract containing terms and conditions that are contrary to those in the solicitation.

#### **17. Proposal Acceptance Period:**

All proposals shall remain available for District acceptance for a minimum of one hundred and eighty (180) days following the RFQ/RFP closing date.

#### **18. District Rights:**

- A. The District reserves the right, at its sole discretion, to negotiate any price or provisions, accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal; amend, withdraw or cancel this RFQ/RFP at any time without prior notice; postpone proposal openings for its own convenience; and request or obtain additional information about any and all proposal(s), whenever, in the sole opinion of District, such action shall serve its best interests and those of the tax-paying public.
- B. Bidders are encouraged to submit their best prices in their Proposals, and the District intends to negotiate only with the Bidder(s) whose Proposal most closely meets District's requirements. The Contract, if any is awarded, will go to the Bidder whose Proposal best meets District's requirements.
- C. The District reserves the right to contract with any Bidder responding to this RFQ/RFP.
- D. The District makes no representation that participation in the RFQ/RFP process will lead to an award of contract or any consideration whatsoever.
- E. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFQ/RFP.
- F. The awarding of the contract, if at all, is at the sole discretion of the District.

**19. Disclosure of Records:**

- A. All proposals, supporting materials and related documentation will become the property of the District.
- B. All information submitted as part of the proposal must be open to public inspection (except items marked as trade secrets and considered trade secrets under the California Public Records Act) after the award has been made. Should a request be made of District for information that has been designated as confidential by the Bidder and, on the basis of that designation District denies the request for information, the Bidder may be responsible for all legal costs necessary to defend such action; if the denial is challenged in a court of law.

**20. Conflict of Interest:**

- A. Bidder shall not hire any officer or employee of the District to perform any service under this RFQ/RFP or any agreement resulting from this RFQ/RFP.
- B. Bidder affirms that to the best of his/her knowledge there exists no actual or potential conflict between Bidder's family, business, or financial interest and the service under this RFP or any agreement resulting from this RFQ/RFP, and in the event of change in either private interests or service under the award, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the District.
- C. Bidder shall not be in a reporting relationship to a District employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Bidder.

**21.**

**Ethics:**

- A. Bidder shall exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the District.
- B. Throughout the term of any agreement resulting from this RFQ/RFP, Bidder shall not:
  - 1) Accept any employment or engage in any work which creates a conflict of interest with the District or in any way compromises the work to be performed under this RFQ/RFP or any agreement resulting from this RFQ/RFP.
  - 2) Offer gifts, entertainment, payment, loans, or other gratuities or consideration to District employees, their families, other suppliers, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the District's interest or for personal gain.
- C. Bidder shall immediately notify the District of any and all such violations of this clause upon becoming aware of such violations.

**22. Proposal Format:**

Bidder's Response to the RFQ/RFP should be prepared in a concise and economical format, providing a straightforward description of the information requested. If there are any required specifications that may not be applicable to the Bidder's proposed product/services, the Bidder should mark the requirement as "Non-Applicable" and include the section in the Bidder's Response.

**23. Proposal Content:**

Bidders should include the following as part of their response to the RFQ/RFP:

- Executive Summary
- Plan and Methodology
- Capability and Related Experience
- Staffing and Organization
- Corporate Information
- Fee Proposal
- Others

A. Executive Summary

The Executive Summary should contain an outline of your firm's general business approach, a brief summary of your firm's qualifications to engage in a professional legal relationship with the District, an outline of how your firm attracts and develops a diverse workforce, and meets District's needs as described in the Statement of Work.

B. Plan and Methodology

This section should describe your firm's overall strategy for achieving the requirements of the District.

Please include information that will address the following:

- 1) Provide a statement outlining your firm's commitment to the level of care it will commit to providing on all assignments from the District if your firm is awarded a contract.
- 2) Identify any methodologies, standards, processes, and commitments your firm is able to commit to for continuous process improvement in the services your firm can provide.
- 3) 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)?
- 4) 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.

C. Capability and Related Experience

Please include information that will address the following:

- 1) Identify the area(s) of expertise offered to the District (choose one or more areas).

- \_\_\_\_\_ Education Code pertaining to Community Colleges
- \_\_\_\_\_ Education Code with specific experience in Article 41 (including student and professional issues)
- \_\_\_\_\_ Personnel and Employee Relations
- \_\_\_\_\_ Business Law
- \_\_\_\_\_ Review and Interpretation of Administrative Law, Statutes, Codes & Policies
- \_\_\_\_\_ Others (Please Specify)

*Note: Please submit information that will support your firm's qualification and experience for the checked area of legal service. Please indicate the type of organization serviced, i.e., community college, K-12, public sector entities, etc.)*

- 2) Does your firm provide preventive risk counseling or training? If so, describe the type of preventive risk counseling/training that your firm provides to public agency clients.
- 3) 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.
- 4) Does your firm have experience in determination of applicability of the laws regarding Section 508 Accessibility Standards, defense of claims against districts under Section 508, or training resources for Districts related to Section 508 Compliance? If yes, please explain.
- 5) 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?

D. Staffing and Organization

Please include information that will address the following:

- 1) For **each** of the proposed lawyers or paralegals which will be proposed to be assigned to the District please provide the following information in this format (duplicate this form as needed):

| <b>NAME</b>                                                           |  |
|-----------------------------------------------------------------------|--|
| 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                                             |  |
| Office Location (City and State)                                      |  |

- 2) The total number of attorneys state-wide and the size of any Southern California offices.
- 3) The number of attorneys with experience under the area of legal service your firm has marked above, i.e., 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.
- 4) 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.
- 5) Describe the level of attorney (e.g. senior or junior partner, senior associate, etc.) to be used on various aspects of District legal matters.
- 6) For proposed primary 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 (10) years.
- 7) Describe how your firm determine to staff a case for your public entity clients.
- 8) Explain the creative, problem solving and technical competency of the proposed team/staff to be dedicated to the District.
- 9) What is the proposed team's approach to working across the diversity of the District and

what training and development are provided to your team to understand the diversity of the culture found at the District?

10) 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 (10) years?

11) What would be your firm's process for making sure all members of your firm who interact and represent the District are trained and well versed with District needs?

E. Corporate Information

Please provide the following 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 three (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. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Has the firm been terminated from any contract in the last 5 years?

YES  NO

If yes, please explain. \_\_\_\_\_

---

---

F. Fee Proposal

Please provide the following information:

- 1) Fee proposal specifically reflecting the method of determining charges for work performed; and include hourly rates for the following:
  - a) Principal
  - b) Senior Partner
  - c) Partner
  - d) Senior Associate
  - e) Mid-Level Associate
  - f) Associate
  - g) Of Counsel Attorney
  - h) Graduate Legal Assistant
  - i) Law Clerk
  - j) Paralegal Staff
  - k) Travel

*Note: Fees for the initial term are to be fixed.*

- 2) Other additional costs, if any, and necessary costs and expenses, to include, but not limited to the following:
  - a) Hourly rate for telephone consultation
  - b) Cost for fax transmission/receiving
  - c) Cost per hour for court litigation and administrative proceedings
  - d) Cost per hour for attendance at the Board of Trustees meetings (evening)
  - e) Hourly rate for travel time (Is time charged from portal to portal?)

*Note: Please indicate how your firm's fees are charged (i.e., 10-minute increments, quarter hour increments, fixed fee, per transmission, etc.)*

- 3) A listing of any other types of services generating a cost to the District and not included in the fees shown on the proposal are to be included, plus a formula or explanation on how these additional costs will be determined and billed to the District.
- 4) Please explain fully any exceptions or caveats your firm is placing on its submitted financial proposal. Be thorough and specific as this may form the basis of any contract for services that may be presented by the District.
- 5) Do you charge your public agency clients for preparing budget reports, and if so, how much?

H. Others

Please provide the following information:

- 1) 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?
- 2) Describe and provide evidence regarding your firm's malpractice insurance coverage, including amounts of coverage.
  - 3) 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?
  - 4) Have there been any settlements or judgments involving such actions within the last five (5) years? Please describe each such settlement or judgment, including the nature of the action and the amount of recovery.
  - 5) 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.
  - 6) Describe any existing or potential conflict of interest arising from your firm's 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.
  - 7) Do you have an on-boarding process for new clients? Please explain.
  - 8) Please submit a statement stating that your firm is solvent and able to conduct business in a professional manor throughout the life of the contract.
  - 9) Please include a statement certifying that your firm is not debarred, suspended or ineligible to enter into a contract with a public agency.

#### **24. Selection Process:**

The District will have an Evaluation Team review and evaluate all responsive proposals received to develop a short list of firms who will be evaluated further. Incomplete proposal(s) may be rejected as non-responsive.

Once the Evaluation Team finishes reviewing the written responses, the Evaluation Team at their discretion may invite the firms who they feel best meet the needs of the District for in person interviews.

The top ranked Bidder(s) may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. When evaluating best and final offers the criteria described in Section 26 below will be used; as well as the following additional criteria:

- I. The Best and Final proposal is amended as instructed in the interview.
- II. The Best and Final proposal is responsive, reliable, and produce the outcome expressed by the District.

#### **25. Evaluation Criteria:**

Bidders submitting proposals are advised that all responsive proposals will be evaluated to determine the firm(s) best able to meet the needs of the District.

The District's evaluation will include, but is not limited to, a consideration of the criteria listed below:

| <b>Criteria</b>                   | <b>Points</b> |
|-----------------------------------|---------------|
| Plan and Methodology              | 20            |
| Capability and Related Experience | 20            |
| Staffing and Organization         | 20            |
| Fee Proposal                      | 20            |
| Commitment to Diversity and Other | 20            |
| Total                             | 100           |

**26. Contract Award:**

The District may make such investigations as it deems necessary to determine the ability of the Bidder to provide the service as specified, and the Bidder shall furnish to the District, as is commercially reasonable, all such information and data for this purpose.

The District may discuss or negotiate with one or more firms prior to award.

The District will select a Bidder that demonstrates to be the highest, responsive, and responsible Bidder. Responsive refers to meeting the terms, conditions, requirements and specifications of this RFQ/RFP. Responsible refers to those who can provide, for example, evidence and references that support a history of compliant contract performance and sound business operation.

An Evaluation Team will review the merits of proposals received in accordance with the evaluation criteria stated in the RFQ/RFP and formulate a recommendation. While a numerical rating system may be used to assist the Evaluation Team in selecting the competitive range (if necessary) and making an award recommendation decision, the award decision is ultimately a business decision that will reflect an integrated assessment of the relative merits of the proposal using the factors and their relative weights disclosed in the RFQ/RFP.

Award will be made to the most advantageous Proposal to the District, taking into consideration the factors outlined in this RFQ/RFP. Award may be made to more than one (1) firm based on Bidder's area(s) of expertise. Therefore, multiple awards may be made by the Board of Trustees in order to obtain the services deemed necessary. The Board of Trustees decision shall be final and is non-contestable; as this RFQ/RFP is not a formal competitive solicitation (See Section 2).

Upon approval and acceptance by the District, a purchase order or contract will be issued to the successful Bidder and shall be deemed to result in a binding contract incorporating the solicitation, proposal, and terms and conditions contained herein without further action required by either party.

Items are to be furnished as described in the RFQ/RFP and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

**27. District Practice on Debriefing of RFQ/RFP Applicants:**

The District does not provide debriefing to Bidder(s) who were not selected either for an interview short list or for recommendation to the Board of Trustees for award of contract. This practice helps maintain the confidentiality of the selection process. The District appreciates interested Bidders to honor this practice and looks forward to future opportunities for doing business with Bidders.

**28. Incorporated Documents:**

- A. Any contract awarded pursuant to this RFQ/RFP will incorporate the requirements and specifications contained in this RFQ/RFP, any addenda to this RFQ/RFP issued by the District, as well as the contents of the Bidder's proposal as accepted by the District.
- B. The following exhibits shall also apply and incorporated by reference:
  - 1) Exhibit A: Scope of Work
  - 2) Exhibit B: Sample Agreement

Thank you for considering this solicitation.

**EXHIBIT A: Scope of Work**  
**RFQ/RFP No. 2074 Legal Services - General Counsel**

The services requested (on “as needed” basis) may include, but are not necessarily limited to, the following:

- A. Advise the District Board of Trustees, the President/Superintendent of the College, and Administrators on legal issues, as more fully detailed in Item E below.
- B. Attend regularly scheduled and special board meetings as requested by the President/Superintendent.
- C. Inform the President/Superintendent and/or designee of changes in the laws that would affect the existing District Board Policy and/or require new District Board Policy.
- D. Conduct workshops in areas of general concern, such as Equal Employment Opportunity, Non-Discrimination, Conflict of Interest, Sexual Harassment Prevention and Awareness, etc.
- E. Legal advice, guidance, and/or representation of the District in litigation on any or all matters as directed by administration. The legal services may include, but are not limited to the following areas of expertise, as it specifically pertains to California community colleges:

1) Personnel and Employee Relations, including:

- a. Personnel and Labor law
- b. Compensation and benefits
- c. Collective bargaining and negotiations
- d. Termination, disciplinary issues and other disputes
- e. Workers’ Compensation and personal injury
- f. OSHA and other safety regulations and matters
- g. Privacy issues and right-to-know
- h. EEO, ADA and various discrimination issues
- i. Mediation and arbitration services
- j. Board policies and procedures

2) Business Law:

- a. Public Procurement
- b. Public Purchase and Lease Contracts
- c. Contract Services
- d. Construction Litigation
- e. Protests
- f. Complex agreements
- g. Public finance, including reporting obligations and audit
- h. Torts (including premises liability, personal injury, and defamation)
- i. Real Estate Acquisitions/Disposals, Easements, Leases and other contracts involving interest in real property matters

3) Review and Interpretation of Administrative Law, Statutes, Codes & Policies:

- a. Education Code with specific experience in Article 41 (including student and professional issues)

- b. Public Contract Code
- c. Government Code
- d. Title 5
- e. Brown Act
- f. Environmental Law
- g. Administrative proceedings
- h. Instructional and Student Service issues
- i. Campus safety issues
- j. California Public Records Act
- k. Insurance contracts, claims and litigation

4) Others:

These specific services might be considered for optional outsourcing by the District:

- a. Civil and administrative liability and litigation (to the extent not covered by the JPA)
- b. Criminal liability and litigation
- c. General District matters as encountered in District operations

**EXHIBIT B: Sample Agreement**  
**RFQ/RFP No. 2074 Legal Services - General Counsel**

**RIO HONDO COMMUNITY COLLEGE DISTRICT**  
**Agreement**

THIS AGREEMENT is made and entered into this XXth day of Month, 2019 ("Effective Date") at Whittier, County of Los Angeles, State of California, by and between the **Rio Hondo Community College District**, ("District"), and **TBD** ("Consultant"). District and Consultant are hereinafter referred to individually as a Party or jointly as Parties.

Article 1. Purpose of the Agreement: The Agreement sets forth the terms and conditions upon which District retains Consultant to provide Legal Services - General Counsel ("Services").

Article 2. Term:

- A. The term of the Agreement is three (3) years ("Initial Term") from effective date and with option of two (2) one (1) year term ("Renewal Term") upon mutual agreement of the Parties, unless terminated by either Party.
- B. In the event this Agreement expires, and Consultant continues to provide Services, this Agreement shall be deemed to continue on a month-to-month basis in accordance with the existing terms and conditions as of the expiration date (including any adjustment to the financial terms until terminated by either party on sixty (60) days' prior written notice.

Article 3. Services to be Performed: Consultant hereby agrees to perform the services set forth in this Agreement and Statement of Work ("Exhibit A") to the satisfaction of the District.

Article 4. Licenses and Permits: The Consultant, inclusive of its employees and/or agents, shall, at its sole expense, secure and maintain any permits, licenses, or bonds required by this Contract, or any municipal, County, State or Federal law or regulation. Business license shall be prominently displayed at the District Premises.

Article 5. Independent Contractor:

- A. Consultant is an independent Contractor. The Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, Medical Insurance, State Unemployment Compensation or Worker's Compensation. The Consultant assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.
- B. Consultant shall not represent itself as 1) Rio Hondo 2) Rio Hondo Community College, or 3) Rio Hondo Community College District to any employee or supplier.

Article 6. Employee Benefits: Consultant shall be responsible for its salaries, payments, insurance and benefits including benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

Article 7. Insurance:

- A. The Consultant 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 the following:
1. Comprehensive or Commercial General Liability, Bodily Injury and Property Damage Liability Insurance (Blanket Contractual Liability and Product Liability included) - Minimum limits of \$1,000,000 per occurrence / \$4,000,000 aggregate for bodily injury and property damage. The insurance shall be primary and non-contributory.
  2. Fire Damage with minimum legal limit of \$1,000,000 per occurrence
  3. Worker's Compensation and Employers Liability - As required by applicable state law.
  4. Automobile Liability insuring owned and non-owned vehicles (when on District Property)
- B. If the insurance is written on a claims-made form, it will continue for three (3) years following termination of Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- C. The insurance policies shall contain covenants from the issuing company that the policies shall not be canceled without thirty (30) days prior written notice of cancellation.
- D. The District may require provision of a copy of the insurance policy in its entirety. Consultant agrees to provide District with certificates of insurance evidencing all coverages and endorsements upon request.

Article 8. Audit and Inspection of Records: At any time during the normal business hours and as often as District may deem necessary, and upon reasonable notice, Consultant shall make available to District for examination at District's place of business all data, records, investigation reports and all other materials respecting matters covered by this Agreement. Consultant will permit District to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

Article 9. Confidentiality and Use of Information: Consultant shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's business affairs, but does not include information which is generally known or easily ascertainable by non-parties through available public documentation.

Article 10. Administration of Agreement: This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For **DISTRICT:**

Arturo Reyes, Ed.D.  
Superintendent / President  
Rio Hondo Community College  
District 3600 Workman Mill Road

Whittier, CA 90601  
Phone: (562) 908-3403  
Email: [areyes@riohondo.edu](mailto:areyes@riohondo.edu)

For **CONSULTANT**:

TBD

Article 11. Notice: All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, received via email, or if mailed, on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

Article 12. Termination for Cause: If either Party breaches a material provision hereof ("Cause"), the non-breaching Party shall give the other Party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure, such as, to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the Party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either Party at law or in equity.

Article 13. Termination for Convenience: Either Party may terminate the Agreement at any time without penalty upon sixty (60) days' prior written notice.

Article 14. Indemnity: Except as otherwise expressly provided herein, Consultant and District shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs, which may arise because of the negligence, misconduct, or other fault of the indemnifying party, its agents or employees in performance of its obligations under the Agreement. This provision shall survive termination of the Agreement.

Article 15. Conflict of Interest: Prior to execution of this Agreement, Consultant shall disclose in writing to District any and all compensation, actual or potential, which Consultant may receive in any form from a Party other than the District as a result of performance of this contract by Consultant. If Consultant becomes aware of the potential for such compensation subsequent to the execution of this Agreement, Consultant shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation. Prior to or concurrent with making any recommendation of any products or service for purchase by the District, Consultant shall disclose any financial interest that Consultant may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

Article 16. Assignment: No portion of this Agreement or any of the work to be performed hereunder may be assigned by Consultant without the express written consent of District and without such consent all services hereunder are to be performed by Consultant, its officers, agents and employees.

Article 17. Compliance with Applicable Laws: Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

Article 18. Equal Opportunity and Affirmative Action Employer: Neither Party shall discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, or status as a Vietnam veteran, or any other basis protected by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning Food Service employees. Each party affirms that it is an equal opportunity employer. The staffing, promotion, placement or assignment of managers who work on this account must be done without any preference or limitation based on race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, Vietnam Veteran status, or any other basis protected by applicable law. This obligation applies to the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning Consultant 's employees.

In addition, Consultant affirms that it is an equal opportunity and affirmative action employer, is legally responsible for all of its employment decisions affecting its own employees, which include thousands of extremely talented and diverse managers, and shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Executive Order 11246; Rehabilitation Act of 1973; Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

Article 19. Permit(s) / License(s): Consultant and all of Consultant 's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

Article 20. Non-Waiver : The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

Article 21. Severability: If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

Article 22. Governing Law/Venue: The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in Los Angeles County.

Article 23. Attorney's Fees: If either party commences any legal action or proceeding to enforce, interpret or construe this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs, as determined by the court. "Legal action or proceeding" includes a declaratory relief action and any bankruptcy or insolvency proceedings.

Article 24. Amendments to Agreement: All provisions of the Agreement shall remain in effect

throughout the term thereof unless the Parties agree, in a written document signed by both parties, to amend, add or delete any provision.

Article 25. Regulations and Access: District will make reasonable procedures for use and occupancy of the Premises and shall give Contractor written notice thereof. Contractor's authorized representatives shall have access to the Premises at all times. District grants Consultant approval to use in performance of its Services on the Premises all promotional, informational or marketing activities or materials, including the names, trademarks, logos and symbols of Consultant.

Article 26. Entire Agreement: This Agreement, incorporated documents by reference, and any Exhibits attached hereto is the entire Agreement between the parties and supersedes all prior proposals, understandings, negotiations, representations, commitments, writings and other communications agreements, oral or written, between the parties.

Article 27. Incorporated Documents:

- A. RFQ/RFP No. 2074 Legal Services - General Counsel (Packet)
- B. RFQ/RFP No. 2074 Legal Services - General Counsel (Scope of Work)
- C. XX Proposal dated Month, Day, Year

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date hereinabove first written.

**CONSULTANT**

**DISTRICT**

\_\_\_\_\_  
Name  
Position  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Arturo Reyes  
Superintendent/President  
Rio Hondo College

\_\_\_\_\_  
Date

Board Date: Month Day 2019