

REQUEST FOR PROPOSAL #1455

LEGAL COUNSEL FOR DISTRICTWIDE SERVICES



**Proposals must be received no later than
May 8, 2024, at 2:00 PM PST**

Submit Response To: RSCCD Purchasing Services
2323 N. Broadway, Suite 109
Santa Ana, CA 92706-1640

Questions or Clarifications: All questions must be submitted in writing via email to:
melendez_linda@rsccd.edu no later than 2:00 PM PST
on April 22, 2024.

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NOTICE CALLING FOR REQUESTS FOR PROPOSALS (RFP)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT SANTA ANA, CALIFORNIA

The Board of Trustees of the Rancho Santiago Community College District (“District”) is advertising for Requests for Proposals (“RFP”) to be received up to **May 8, 2024, @ 2:00 PM PST**, in the Rancho Santiago Community College District - Purchasing Services Office, 2323 North Broadway – Room 109, Santa Ana, CA 92706, for Requests for Proposals of: **RFP #1455 – Legal Counsel for Districtwide Services**.

It is each responding party’s sole responsibility to ensure its proposal in response to the RFP (“Proposal”) is timely delivered and received at the location designated as specified above. Any Proposal received at the designated location after the scheduled closing time for receipt of Proposals shall be returned to the responding party unopened.

Each responding party’s Proposal must strictly conform with and be responsive to the RFP and the District reserves the right to reject any or all Proposals or to waive any irregularities or informalities in any Proposal.

No responding party may withdraw any Proposal for a period of ninety (90) calendar days after the date set for the deadline for submitting Proposals.

RFP documents are available at www.rscgd.edu/bidopportunities. Responding party is responsible to regularly check the District’s website for any addenda. For further information contact Linda Melendez, Director, Purchasing Services at melendez_linda@rscgd.edu

By:



Linda Melendez
Director, Purchasing Services

Advertised: April 8 & 15, 2024

1. INTRODUCTION

- 1.1 The purpose of this Request for Proposal (“RFP”) is to invite proposals (“Proposal(s)”) for a panel of legal service providers for the Rancho Santiago Community College District (“RSCCD” or “District”). The District is comprised of two colleges, Santa Ana College, and Santiago Canyon College and seven centers. The District is seeking law firms with experience and expertise in California and Orange County educational institutions and/or public agencies to provide legal services for and on behalf of the District. Law firms responding to this RFP (“Firm(s)”) will be evaluated for inclusion in the District’s legal services provider panel (“Panel”).
- 1.2 The District’s intent is to enter a three (3) year contract with one or more Firms. Preference will be given to Firms with at least three (3) years of prior public sector law, preferably experience representing community colleges in California.
- 1.3 During the submission period, the District will review all responses and may conduct interviews of selected Firms based on those responses. Firms responding to this RFP that cannot meet one or more of the stated specifications should still submit a Proposal. The Proposal should identify which specifications cannot be met and provide a proper explanation explaining the same. The District will determine whether the specification can be waived and will select Firms that are best suited to perform legal services as described in the Scope of Services, attached here as **Exhibit A**.
- 1.4 Once a selected Firm is under contract as a panelist on the Panel, individual matters may be assigned based upon factors including but not limited to expertise, particular skills, and successes of the Firm, financial considerations, and proposed strategies.
- 1.5 Each Firm acknowledges that this RFP is intended to be an informal solicitation only, for a Proposal to perform legal services for the District. This RFP is in no way intended to be, nor shall it be construed as a formal competitive bid pursuant to any statute, ordinance, policy, or regulation.

2. DISTRICT BACKGROUND INFORMATION

- 2.1 The Rancho Santiago Community College District is in central Orange County and maintains two comprehensive community colleges. Santa Ana College was founded in 1915 and is in Santa Ana and Santiago Canyon College was founded in 1997 and is located in Orange. The District also maintains and/or provides college and continuing education programs at the Centennial and Orange Continuing Education Centers, the Digital Media Center, the Remington Education Center, the Joint Powers Fire Training Center, the Orange County Sheriff’s Regional Training Academy, and the District Operations Center.
- 2.2 Encompassing 24 percent (24%) of Orange County’s total area (193 square miles), the District is centered in a growing and dynamic area. The District serves a population of over 700,000 residents in portions of Anaheim, Garden Grove, Irvine, Fountain Valley, Costa Mesa, Orange, Santa Ana, Tustin, and Villa Park.
- 2.3 District programs are open to residents throughout Southern California and are not restricted by the geographic boundaries listed above. The District served approximately 27,300 Full-time Equivalent Students in 2022/2023 and expects to serve approximately 29,000 students in 2023/2024.

2.4 The District is governed by an independent seven (7) member Board of Trustees (the “Board”) who are elected by constituent districts for overlapping four-year terms and one (1) Student Trustee appointed annually. The District’s affairs are administered by the Chancellor, who is appointed by the Board.

2.5 As it is the policy of the District to prevent undue influence, the District follows Board Policy 3821 that prohibits designated employees and officers of the District from soliciting or accepting gifts from entities or individuals who do business or wish to do business with the District. It is the intent of the policy to prevent undue influence on decisions and recommendations made by designated employees and officers as well as eliminating the appearance of any undue influence, including with the Firms responding to this RFP. The policy is available for review at:
<https://www.rscdd.edu/Trustees/Documents/Board%20Policies/BPs-Chapter%203/BP%203821%20Gift%20Ban%20Policy.pdf>

3. CONTRACT AND QUESTIONS

3.1 District Contact Person.

All communications concerning this RFP shall be directed to the District Contact Person designated below. Any Firm that requires clarification regarding the intent or content of this RFP or requests complete materials related to this RFP must contact the District Contact Person only. Contacting any other District representative with regard to this RFP may disqualify the Firm.

Rancho Santiago Community College District
Attention: Linda Melendez, Director, Purchasing Services
Rancho Santiago Community College District
2323 N. Broadway, Suite #109
Santa Ana, CA 92706
Email: melendez_linda@rscdd.edu

3.2 Questions.

Firms should carefully read through the entire RFP prior to submitting any questions. To the extent a Firm should have any questions, please direct them to the District Contact Person. All questions must be submitted in writing only. **Please keep in mind that the question deadline is April 22, 2024, by 2:00 PM, PST.** After this deadline, the District will not answer, address, and/or review any questions submitted. The District will respond to all registered Firms by the date specified on the RFP Schedule located on page 4 of this RFP. To register, first, click on the link below, and then scroll down and click on the link for “RFP 1455 – Legal Counsel – Districtwide Services” to register. Any oral communication by the District Contact Person or his/her designee, regarding this RFP shall not be binding on the District and shall in no way modify the RFP or the obligations of the District or any Firm. Responses from the District to all questions received prior to the deadline will be provided to all registered Firms via addendum and posted on the District’s website at:

<https://rscdd.edu/Departments/Purchasing/Pages/Bidding-Opportunities.aspx>.

4. REQUEST FOR PROPOSALS

4.1 RFP Schedule.

Firms must adhere to the RFP Schedule indicated below. The District reserves the right to modify this Schedule as needed and will issue an addendum if the Schedule is modified.

Event / Occurrence	Deadline
District Issues RFP	April 8 & 15, 2024
RFP Release Date	April 8, 2024
Last Day to Submit Questions	April 22, 2024, by 2:00 PM PST
Issuance of Addenda	April 24, 2024
Proposals Due	May 8, 2024, by 2:00 PM PST
District to interview Firm(s) (Optional)	May 14-16, 2024
Recommendation to District Board of Trustees for approval of successful Firm(s)	June 10, 2024

4.2 Submission.

If a Firm is interested in being on the District’s Panel to provide legal services to the District, please submit to the District a detailed summary of your Firm’s qualifications and a Proposal in accordance with this RFP. The deadline for receipt of all materials responsive to the RFP is outlined in the RFP Schedule, Section 4.1. Proposals will be date-stamped to record receipt thereof. Proposals may be mailed or delivered in person during normal business hours, which are currently **8:00 a.m. to 4:00 p.m., Monday through Friday, excluding any holidays during this period.** Timely delivery of any Proposal is the sole responsibility of the Firm, and the District assumes no responsibility concerning the timeliness of Proposal submissions. All Proposals must be signed by an authorized representative of each Firm and will become the property of the District upon submission. Proposals shall be submitted to the District to the attention of the District Contact Person named above, and submitted to the address as indicated on the coversheet.

4.3 Proposal Format.

Each Firm shall submit a Proposal it deems appropriate to this RFP and shall agree to sign the Retainer Agreement attached hereto as **Exhibit B (the “Retainer”)**. Submittals should be brief and concise but should provide sufficient clarity to meet the criteria used in the District’s evaluation process, including providing biographies of the proposed professionals as an appendix. Each Firm’s response **shall not exceed 20 pages**, excluding the cover letter and exhibits in the appendix. Each Firm must submit both hard copies and an electronic copy on a memory stick of the Proposal. Each hard copy of the Proposal must be bound individually, single-sided, tabbed, and organized in order to include all sections and information as stated in Part 8, Format of Proposal. Each Firm shall submit five (5) bound hardcopies of the Proposal by mail, and one (1) electronic copy on a memory stick sent to the District Contact Person, in PDF combined format with bookmarks. The District will evaluate the Proposals based on the responsiveness to District requirements listed in **Part 9, Selection Process.**

4.4 Use of Sub-Consultants.

Each Firm shall select its own proposed subconsultants based on its own internal criteria, particularly as it pertains to general legal services (e.g. photocopies, court reporting, investigation firms and legal support). However, the District reserves the right to approve any of the Firm's subconsultants for any projects that may be awarded. Subconsultants do not need to complete all sections or exhibits in this RFP. Carefully read each section to determine which forms, if any, any proposed subconsultant may need to submit.

5. **SCOPE OF SERVICES**

The District seeks legal counsel who can provide professional, experienced, and progressive legal services for a wide range of legal needs. As an educational institution with diverse and expansive interests, curriculum, faculty and student body, the District is looking for equally diverse and well-trained legal counsel to assist in navigating the District's various interests and projects. The District seeks counsel with requisite expertise in the following areas:

- i) Business Operations
- ii) Construction Law
- iii) Environmental Law
- iv) Fiscal Services
- v) General Employment/Labor Law, Human Resources, and Investigations
- vi) Labor Negotiations with Employee Unions
- vii) Data Security & Privacy
- viii) Public Contracting Law
- ix) Public Finance/Bond Counsel
- x) Real Estate/Facilities
- xi) Risk Management
- xii) Student Affairs
- xiii) Title IX

The District further seeks law firms that can demonstrate a continued and sustained practice in its area of expertise. The general scope of services for which the District may issue an assignment to a selected Firm is set forth in the Scope of Services attached as **Exhibit A**.

6. **BASIC DUTIES**

The District seeks the assistance of competent and professional law firms for a wide range of legal needs and expects each selected Firm to provide high quality legal services. The expectations of each selected Firm are listed below. While the below list is not exhaustive, the District also reserves the right, in its own discretion, to modify and expand on the certain expected needs from each Firm from time to time:

- i) Provide the District with legal advice and guidance in the Firm's area of expertise.
- ii) Timely response to the District's inquiries.
- iii) Draft, review, negotiate, and provide interpretation of contracts as necessary for the District.
- iv) Represent the District in administrative or legal proceedings.
- v) Advise the District regarding potential liabilities, risks, and consequences of various projects, agreements, actions, or inactions taken by District as it applies to that Firm's area of expertise.
- vi) Protect the District's interests in negotiations or actions taken by the District.
- vii) Assist with the District's investigations or complaints as it applies to that Firm's area of expertise.

- viii) Assist the District in negotiations with its employee unions.
- ix) Provide other legal services to the District as may be needed.

7. **BASIC QUALIFICATIONS**

Each attorney within the Firms shall be currently licensed to practice law in California, and be able to demonstrate the required skills, knowledge, and qualifications to competently represent the District. This includes, but is not limited to:

- i) Substantial knowledge and experience in the Firm's area of expertise.
- ii) Knowledge of requisite California and Federal laws relating to the representation of educational institutions.
- iii) Demonstrated application and interpretation of California and Federal laws, codes, and regulations relating to the Firm's area of expertise.
- iv) Experience working within the constraints of the obligations of public agencies and budget restrictions.
- v) Demonstration of a supportive and inclusive diverse workforce that fosters awareness, mutual understanding, and respect amongst employees, clients, adversaries, and colleagues.
- vi) Demonstration of an awareness of the trends, business priorities, and legislative issues affecting California community college districts.

8. **CONTENT OF PROPOSAL**

Proposals should be completed and submitted to include the content as described in this section, and Firms may risk a Proposal being deemed non-responsiveness by the District if the Proposal is incomplete or contains alterations from the format and/or content set forth herein. Each Proposal should contain complete and straightforward responses and provide all information requested.

8.1 **Cover Letter and Firm Summary.**

Proposals should begin with a cover letter that summarizes the Firm's ability and willingness to perform the services specified in the RFP. The cover letter should also note the Firm's agreement to signing the Retainer, attached as **Exhibit B**, and should include the Firm's general business structure, location, and a brief description of the Firm's commitment to diversity in the workplace.

Firms should also briefly detail in the cover letter how they fit the District's qualifications within any particular area of expertise, and provide the District with three (3) reasons why their particular Firm should be selected as a preferred law firm to work with the District, and what about the Firm, as compared to other law firms possessing the law practices in the Scope of Services, should make it the uniquely qualified leading candidate for selection to be on the District's Panel.

8.2 **Description of Qualifications.**

Each Proposal must include a list and description of the Firm's qualifications, including but not limited to a description of the Firm's areas of expertise, all relevant professional memberships, certifications, or licenses held, and the experience of the proposed attorneys to be assigned to the District matters (including resumes). Each Firm should also use this section to describe any enhancements or additional services not otherwise mentioned in the RFP.

Firms are not required to offer services in every area upon which the District is seeking Proposals but are encouraged to offer services in each area for which the Firm is qualified.

Each Proposal shall also list the Firm's qualifications and experience handling other similar clients, especially educational institutions, or other public entities, providing information and details such as the length of the relationship, relevant litigated cases and outcomes, as well as relevant negotiations, settlements, or mediations/arbitrations conducted on behalf of similar clients.

Proposals are to include three (3) client references including a client contact person, title, phone, email, and brief description of the services performed for that client.

8.3 Representation Strategy.

Each Proposal should contain a description of the Firm's proposed strategy in representing the District in its legal matters. The description should demonstrate how the Firm operates to best represent the District, and shall detail the Firm's standards and processes in client management, responsiveness to client inquiries, and any other methodologies the Firm can offer to maintain and improve upon the District's representation.

8.4 Fees and Services.

Each Proposal must include a detailed description of the Firm's proposed fee schedule, which should include all rates for proposed services, including flat fees, blended rates, or other alternative fee structures. These rates shall stay in place for the term of the contract with the District.

Utilizing **Exhibit C – Billing Rate Form**, each Firm should provide billing rates for all personnel and/or categories of employees (**including sub-consultants**) as well as any overhead or other special charges. If applicable, the Firm's Proposal should include estimates for certain standardized components of any services that may be provided. Provide any planned escalation rate for future years. All other services not included herein shall be negotiable as required.

Each Proposal should also include any cost control initiatives employed by the Firm, as well as any examples of proposed budgets for fees and costs.

8.5 Reporting.

Each Proposal should specify the Firm's capabilities and readiness to provide electronic reports in lieu of traditional mail and telephone calls.

Each Proposal should identify how the Firm will ensure (a) consistency of advice to the various people involved at the District and (b) documentation or reporting of advice given to ensure that the appropriate people at the District are aware of issues being presented.

8.6 Conflicts of Interest.

The Proposal should identify any known existing or potential conflicts of interest arising from the Firm's representation or relationship with the District, including any District officers or employees, former or current clients, or any other relevant parties upon which the appearance of a conflict may arise in relation to the Firm's potential representation of the District. For each conflict or potential conflict, please provide a description of the conflict or relationship, as well as any necessary facts or legal implications for the District to consider. A Statement of Non-Conflict of Interest, **Exhibit D** is provided for completion and submission.

Note: During the qualification and selection process (i.e. from the date this RFP and/or future RFPs are released to the conclusion of the selection process), if it is determined that any individual working for or representing any interested Firm has communicated with, or contacted and/or solicited any of the Board Members of the District in any fashion, said Firm shall be disqualified from the RFP selection process, and may be removed from any established qualified contractor list, as well as removed from the “interested vendors list.”

8.7 Local Hire and Local Business Questionnaire.

Each Firm shall certify by completing **Exhibit E – Questionnaire Form for Local Hire and Local Business.** The District is interested in furthering opportunities for Local Hires and Local Businesses, and the District collects this data as part of the RFP process.

8.8 Disabled Veteran Business Enterprise Participation Goals.

The District supports a participation goal of at least 3 percent (3%) of the overall dollar amount expended each year to Disabled Veterans Business Enterprises (DVBE). Each Firm that is selected by the District to provide services to the District will be required to sign and return a Certification form (copy included with these RFP documents, **Exhibit F**) certifying that the Firm will provide the District with information regarding the use of any DVBE sub-consultants for these services.

Information about DVBE resources can be found on the Executive Branch’s website at <http://www.dgs.ca.gov/default.htm> or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

8.9 OTHER CONSIDERATIONS

Each Proposal should also include statements or descriptions concerning the following:

- i) Does your Firm have any pending malpractice claims against it, and has your Firm been involved in any malpractice litigation within the last seven (7) years? Please also describe the resolution of any such claims.
- ii) Description of any disciplinary action against any of your Firm’s attorneys within the last seven (7) years. Please also describe the resolution of any such actions.
- iii) Please provide a statement that your Firm is solvent, not disbarred, suspended, or ineligible to practice law, and that your Firm has the capacity to represent the District in a responsive and professional manner.
- iv) Please provide a statement that your Firm agrees to sign the Retainer.
- v) Your Firm must have an Information Security Program in compliance with the Graham-Leach-Bliley Act (GLBA) that follows the guidelines from the National Institute of Standards and Technology’s (NIST) Special Publication (SP) 800-171, the International Organization for Standardization’s standards: ISO/IEC 27001:2005 – Information Security Management Systems – Requirements and ISO-IEC 27002:2005 – Code of Practice for Information Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security and protection of Personal Identifiable Information (PII).
- vi) Please provide a description of the measures employed by your Firm to protect your clients’ confidential information.

9. SELECTION PROCESS

The District will review and evaluate all complete and properly submitted Proposals. Selection of Proposals will be made through competitive procurement procedures, which will include factors described throughout this RFP. From the pool of Proposals received, the District will develop a condensed list of potential candidates for further consideration.

Any Firms that are considered by the District to be on the Panel may be contacted by the District for in-person interviews. To clarify any responses or information contained in any Proposal, the District, at its discretion, may also seek additional information or supplemental responses from the Firms. Upon the completion of any interviews or supplemental responses, the District will make its final decision.

10. EVALUATION CRITERIA

Although not exhaustive of the criteria to be utilized by the District, the District intends to use the following evaluation criteria to select Firms to be used for its Panel:

- i) Timeliness and Completeness: To receive consideration, the Firm's Proposal must be received by the response deadline. In addition, the Proposal will be evaluated with response to organization, clarity, completeness, and responsiveness to the RFP.
- ii) Technical Qualification and Competence: This will include the Firm's experience, expertise, and familiarity with the area of expertise upon which the Firm has expressed, the applicable laws related to that area, as well as how they relate to educational institutions and the representation of the District. This will include the Firm's ability to provide proof of any required licenses and/or certifications for completion of the scope of work, if applicable.
- iii) Record of Past Performance: This includes representative matters, work quality, completion of work on schedule, cost controls, as well as the response references provided by the Firm.
- iv) Approach to Work: This includes the identification of the project team, including sub-consultants, legal project management coordination methodologies, analysis and strategic approaches, ability to respond to emergencies, delays and the Firm's ability to communicate effectively with District personnel, as well as the ability to offer advice in the District's best interest.
- v) Contract Requirements and Cost Control: This includes compliance with contract requirements described in this RFP and cost control procedures, preliminary cost estimates, personnel utilization, billing rates for personnel and the Firm's policies respecting the pass-through of overhead costs to the District.

11. CONTRACT AWARD

While the District may award a contract based on Proposals submitted, without discussions, or may negotiate further with those Firms within a range which the District deems competitive, the District will ultimately select the Firm(s) that demonstrate to be the best suited for the professional and highest quality legal representation sought by the District. While the District is dedicated to ensuring a competitive selection process, the award of a contract is ultimately a business decision that will reflect an integrated assessment of the relative merits of each Proposal using the factors as described in Part 10, Evaluation Criteria.

An award will be made to the most advantageous Proposal(s) to the District, taking into account the stated factors, as well as any interviews or supplemental responses as requested by the District. Therefore, Firm Proposals should be submitted on the most favorable terms the Firm can provide. Also note, that multiple awards may be made to include more than one Firm based on the District's need for a particular area of expertise.

Upon approval of a Proposal, any approved Firm shall enter a Retainer with the District in the form set forth in **Exhibit B**. However, each selected Firm agrees that the District retains the right to reject any or all portions of the Proposal. The District intends to and may negotiate the terms and conditions of any final agreement for services with any selected Firm that may hereafter be let by the District.

Upon a contract award, the District will ultimately assign matters to any selected Firm based on applicable District procedures and further reserves any right to modify its procedures from time to time in its own discretion.

12. GENERAL CONSIDERATIONS

12.1 General District Reservations.

This RFP, and any potential future or associated RFPs, does not commit the District to award a contractual agreement with any particular firm or to pay any costs incurred in the preparation of the RFP.

12.2 Insurance.

Each Firm must have the ability to secure insurance coverage and provide proof of insurance and endorsements as follows:

- i) **Comprehensive General Liability Insurance**, which is endorsed for Premises-Operations, Product/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
The above insurance must be provided or written on an occurrence basis.
- ii) **Workers Compensation Insurance**: The Firm will procure and maintain statutory workers' compensation insurance as required by the State of California and in compliance with all federal and local laws and ordinances applicable, with Employer's Liability insurance with limits of \$1,000,000 per occurrence.
- iii) **Professional Liability Insurance (Errors and Omissions)**: The Firm will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under any agreement with the District. A Firm's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate. If the insurance is written on a claims-made form, it will continue for two years following any termination of any agreement with the District. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of any agreement for services with the District.

Failure on the part of any selected Firm to procure or maintain the required insurance shall constitute a material breach for any agreement with the District for which the District may immediately terminate or suspend any agreement for services.

12.3 Withdrawal of Proposal.

Each Firm agrees that, once submitted, it's Proposal cannot and will not be withdraw for a period of ninety (90) days.

12.4 Public Record.

All materials submitted by each Firm in response to this RFP become the property of the District and will become a public record after the date and time for opening of the Proposals.

12.5 Confidentiality.

Proposals regarding specific cases or matter and performance shall be bound by the privileges for attorney-client communication and/or attorney work product.

12.6 Proposal Costs.

All costs associated with submitting and developing a Proposal are the sole responsibility of each of the Firms.

12.7 Anticipated Term of Contract.

Any contract awarded through this RFP will be negotiated between the District and each selected Firm, however, the term of any anticipated contract is expected to be effective for a three (3) year period with the opportunity to extend for up to two (2) one (1) additional year terms with an anticipated start date of July 1, 2024.

12.8 Final Agreement.

The District's acceptance of any Proposal does not amount to a final agreement between the District and any Firm (see Part 11, Contract Award). No agreement between any selected Firm and the District is effective until the parties have a final written agreement, signed by an authorized representative of each, the Firm and the District following an award by the District's Board of Trustees.

12.9 Nondiscrimination Clause.

During the performance of any awarded contract, any selected Firm shall not discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual orientation, age or sex. Any selected Firm shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

12.10 Changes to RFP.

This RFP and any potential future RFPs associated with this solicitation by the District, does not and shall not commit the District to award a contractual agreement with any Firm or subsequent firm or to pay any costs incurred in the preparation of any RFP Proposal. While this list is not exhaustive, the District reserves the right at its sole discretion to:

- (i) Waive or correct any defect or informality in any response or Proposal provided by any Firm;
- (ii) Withdraw this RFP;
- (iii) Reissue this RFP,
- (iv) Reject any and/or all RFPs and/or Proposals,
- (v) Prior to the submission deadline for RFPs, modify all or any portion of the RFP selection procedures including deadlines for accepting responses, services to be provided under the RFP, or the requirements for contents or format of the RFPs to be complied with by the Firms;
- (vi) Waive irregularities;
- (vii) Procure any services specified in this RFP by any other means;
- (viii) Determine that no projects will be pursued and/or no Proposals selected and/or;
- (ix) Terminate or change the contracting process articulated in this RFP because of unforeseen circumstances.

Exhibit A
Scope of Services

1. **SCOPE OF SERVICES**

Matters that are expected to incur fees more than \$5,000 will require a separate file number and the District will require a scope of work plan, budget, and cost estimate (collectively, the "Plan and Budget"). No work should be started by the Firm until the Plan and Budget are approved by the District's General Counsel. Additionally, the Firm must obtain prior authority from the District's General Counsel before engaging in any activity that is not proposed in the Plan and Budget. The Firm shall always obtain express authority from the District's General Counsel prior to:

- Filing any challenge to any pleading, either through demurrer or motion;
- Filing any cross-complaint or cross-claim;
- Initiating any law and motion proceeding;
- Engaging in affirmative discovery;
- Retaining any expert; or
- Proceeding with any writ action or appeal.

Because litigation matters require a Plan and Budget, litigation matters in the categories of law below generally will require a separate file number than transactional matters in that same subject and may be assigned to different firms.

The District will retain those Firms that provide services relating to the following categories of law.

- i) Business Operations
- ii) Construction Law
- iii) Environmental Law
- iv) Fiscal Services
- v) General Employment/Labor Law, Human Resources, and Investigations
- vi) Labor Negotiations with Employee Unions
- vii) Data Security and Privacy
- viii) Public Contracting Law
- ix) Public Finance/Bond Counsel
- x) Real Estate/Facilities
- xi) Risk Management
- xii) Student Affairs
- xiii) Title IX

Rancho Santiago Community College District

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of _____, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and [FIRM NAME], a _____ (the "FIRM").

RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between each of the parties hereto as follows:

TERM OF PROFESSIONAL SERVICES AGREEMENT

The term of this AGREEMENT shall begin _____, 2024 and shall continue thereafter until _____ unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond the end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The DISTRICT has the right to terminate this AGREEMENT at any time upon written notice. This AGREEMENT shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

SCOPE OF REPRESENTATION

Matters that are expected to incur fees in excess of \$5,000 will require a separate file number and the DISTRICT will require a scope of work plan, budget and cost estimate (collectively, the "Plan and Budget"). No work should be started by the FIRM until the Plan and Budget are approved by the DISTRICT's General Counsel. Additionally, the FIRM must obtain prior authority from the DISTRICT's General Counsel before engaging in any activity that is not proposed in the Plan and Budget. The FIRM shall always obtain express authority from the DISTRICT's General Counsel prior to:

- Filing any challenge to any pleading, either through demurrer or motion;
- Filing any cross-complaint or cross-claim;
- Initiating any law and motion proceeding;
- Engaging in affirmative discovery;
- Retaining any expert; or
- Proceeding with any writ action or appeal.

Because litigation matters require a Plan and Budget, litigation matters in the categories of law below will generally require a separate file number than transactional matters in that same subject, and may be assigned to different firms.

The FIRM shall provide services relating to the following categories of law [to be revised based on awarded categories]:

- Business Operations
- Construction Law
- Environmental Law
- Fiscal Services
- General Employment/Labor Law, Human Resources, and Investigations
- Labor Negotiations with Employee Unions
- Public Contracting Law
- Public Finance/Bond Counsel
- Real Estate/Facilities
- Student Affairs
- Title IX

THE FIRM'S SERVICES AND RESPONSIBILITIES:

Supervising Attorney: The FIRM appoints _____ as the “Supervising Attorney” for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation shall be promptly communicated in writing to the DISTRICT and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of Supervising Attorney shall be subject to prior written approval by the DISTRICT.

Legal Representation: The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT

Non-Exclusivity: The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.

Anti-Discrimination: It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work.

Certification Regarding Suspension and Debarment: The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and

activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.

- i. If the debarment/suspension occurs during the term of the contract, such attorney or FIRM shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.

Adherence to Board Policy 3821 Gift Ban Policy: The FIRM is notified that the DISTRICT's Board adopted the Board Policy 3821 Gift Ban Policy.

"5. *Gift* shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:

- a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization....[and]
- b. [commemorative gifts from such organizations *with a cumulative value from any single source of fifty dollars (\$100.00) or less during any twelve-month period.*"]

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy, which policy can be read in full here: <https://www.rscdd.edu/Trustees/Documents/Board%20Policies/BPs-Chapter%203/BP%203821%20Gift%20Ban%20Policy.pdf> .

THE DISTRICT'S RESPONSIBILITIES:

Documents and Information: The DISTRICT shall cooperate with the FIRM to make available all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.

Cooperation with the FIRM: The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

COMPENSATION:

Billing Requirements: The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.

Legal Fees: The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of

this AGREEMENT and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

Reimbursable Costs and Expenses: The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.

Non-Reimbursable Expenses: Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed, and which should not be billed are more fully described in the DISTRICT's Billing Requirements.

Invoices: The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The FIRM shall first submit its invoices to the DISTRICT's General Counsel for review. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.

Payment to the FIRM: The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided the invoice is approved by the District. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

TERMINATION:

Termination and/or Suspension for the DISTRICT's Convenience: The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.

After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) Stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice of Termination or Suspension.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate

substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

Notice of Termination: The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.

Termination for Professional Conflict of Interest: If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

DISPUTE RESOLUTION. In the event the DISTRICT becomes dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to, Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

NOTICES: Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:
Mr. Marvin Martinez, Chancellor
Rancho Santiago Community College District
2323 N Broadway, Suite 410
Santa Ana, CA 92706
Email: Martinez_marvin@rsccd.edu

With a copy to the DISTRICT's General Counsel:
Ruben Smith, Esq.
Frost Brown Todd LLP
1 MacArthur Place, Suite 200
Santa Ana, CA 92707
rsmith@fbtlaw.com

To the FIRM:
[FIRM NAME]
ADDRESS
CITY STATE ZIP
Email:

ASSIGNMENT: No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT

USE OF SUBCONTRACTORS OR SUBCONSULTANTS: The FIRM shall select its own proposed subcontractors or subconsultants based on its own criteria, particularly as it pertains to general legal services (e.g. photocopies, court reporting, and legal support). However, the DISTRICT reserves the right to approve subcontractors or subconsultants for any projects that may be awarded and services provided by the FIRM to the DISTRICT.

INDEMNIFICATION: FIRM shall indemnify, defend and hold harmless DISTRICT and its board members, officers, and employees, from and against any and all claims, suits, losses, liabilities or damage, including (but not limited to) legal fees and costs of litigation, arising out of or related to the FIRM's, negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to act or other wrongdoing, and which forms the basis, in whole or in part, of or for any such claim, suit, or other action by a third party against DISTRICT, except for any such claim, suit, loss, liability or damage caused by or arising from the negligence of client. The foregoing indemnification shall apply to services rendered effective as of the date of this AGREEMENT.

INSURANCE: Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

Liability Insurance: Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:

Comprehensive General Liability Insurance, which will be endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

The above insurance must be provided or written on an occurrence basis.

Workers' Compensation Insurance: The FIRM will procure and maintain statutory workers' compensation insurance coverage as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this AGREEMENT, with Employer's Liability Insurance with limits of \$1,000,000 per occurrence.

Professional Liability Insurance (Errors and Omissions): FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this AGREEMENT. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate. If this insurance is written on a claims-made form, it will continue for two (2) years following any termination of the AGREEMENT. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of this AGREEMENT.

Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

INDEPENDENT CONTRACTOR STATUS: This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

GOVERNING LAWS: This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Orange County.

ENTIRE AGREEMENT: This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.

WAIVER: No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

[Signatures to follow on the next page]

**AGREEMENT FOR PROFESSIONAL SERVICES
EXECUTED AS SET FORTH HEREINABOVE:**

FIRM

FIRM NAME:

By: _____
NAME

THE DISTRICT

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____

Name: _____

Title: _____

Approved as to Form:

FROST BROWN TODD LLP

By: _____
Ruben A. Smith

DRAFT

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES
DISTRICT BILLING REQUIREMENTS

A. Billing Submissions

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The FIRM is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

B. Approval and Payment

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.
Frost Brown Todd LLP
1 MacArthur Place, Suite 200
Santa Ana, CA 92707
Tel: 714-852-6800
rsmith@fbtlaw.com

C. Billing Format

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry

it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel, and all travel expenses must be preapproved in writing by the DISTRICT.

Telephone calls must specify the participants and the subject matter discussed. The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

C. Level of Work Performed

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

FIRM personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

D. Maximum Allowable Charges

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost

effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

E. Travel

The FIRM shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 50 miles each way, the FIRM must obtain the written approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

F. Disallowed Charges

In addition to the information contained in section C, D, and E above, the DISTRICT

will not reimburse for the following items: (1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas;

Routine file review and learning time to get up to speed; (16) Staffing inefficiencies caused by the unavailability of the FIRM's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

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EXHIBIT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES

HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS

	Hourly Rates (Billed at .10 minute increments)	
Job Title	Name of Personnel	Hourly Rate

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at no cost each fiscal year.

Exhibit C
Billing Rate Form

Firm
 Name: _____

Billing Rates

Do rates include travel charges? Yes

Note: all rates shall include travel and mileage. These will not be acceptable reimbursable items. The rates set forth in this Schedule shall be valid and not increased during the life of this Agreement.

Job Title	Name of Personnel	Hourly Rate

Reimbursable Expenses

 Estimated Amount

 Effective Dates of Rates

 Signature

NOTE: All licensed professionals in responsible charge of the work MUST be directly employed by the responding Firm and NOT employed as a Subconsultant. Firm will *propose* an all-inclusive hourly fee for all services describe in the RFP and/or Proposal. Firm's proposed fee should include and account for all direct labor costs, fringe benefits, travel, insurance, overhead, profit, and all other expenses the Firm will incur in providing the services to the District. All other services not included in the RFP and/or Proposal herein shall be negotiated as required.

Exhibit D
Statement of Non-Conflict of Interest

The undersigned, on behalf of the law firm set forth below (the "Firm"), does hereby certify and warrant that, if selected, the Firm while performing the legal services required by the Request for Proposal ("RFP"), shall do so as an independent contractor and not as an officer, agent or employee of the Rancho Santiago Community College District (the "District").

The undersigned further certifies and warrants that:

- 1) No officer or agent of the Firm has been an employee, officer or agent of the District within the past two (2) years;
- 2) The Firm has not been a source of income to pay any employee or officer of the District within the past twelve (12) months;
- 3) No officer, employee or agent of the District has exercised any executive, supervisory or other similar functions in connection with the Retainer Agreement or shall become directly or indirectly interested in the Retainer Agreement;
- 4) The Firm shall receive no compensation and shall repay the District for any compensation received by the Firm under the Retainer Agreement should the Firm aid, abet or knowingly participate in violation of this statement; and
- 5) During the qualification and selection process (i.e. from the date this RFP and/or future RFPs are released to the conclusion of the selection process), if it is determined that any individual who works for or represents any interested Firm communicates with, contacts and/or solicits Board Members of the District in any fashion, said Firm shall be disqualified from the RFP selection process, and may be removed from any established qualified contractor list, as well as the removal from the "interested vendors list."

**FAILURE TO SIGN THIS FORM MAY RESULT IN A FIRM'S
DISQUALIFICATION FROM CONSIDERATION OF THE DISTRICT'S RFP
PROCESS.**

Signature:

Printed Name

Title:

Date:

Exhibit E

Questionnaire Form for Local Hire and Local Business

The Rancho Santiago Community College District is interested in furthering opportunities for Local Hires and Local Businesses. As used in this Exhibit, “Local Hire” and “Local Business” is defined as follows:

“Local Hire” means an individual who is “domiciled”, as defined in Elections Code section 349(b), in the following zip codes at least seven days prior to commencing work on the Project: 92602, 92606, 92610, 92612, 92614, 92618, 92620, 92626, 92627, 92660, 92675, 92676, 92679, 92688, 92701, 92703, 92704, 92705, 92706, 92707, 92708, 92780, 92782, 92802, 92805, 92806, 92807, 92808, 92840, 92843, 92861, 92862, 92865, 92866, 92867, 92868, 92869, 92883, or 92887. Local Hire shall also mean a “veteran” as defined in Military and Veterans Code section 980, who possesses a current and valid DD Form 214 and will provide work on the Project. Local Hire shall also mean any current or former student that the District determines is or was enrolled as a student at one of the District’s colleges and will provide work on the Project.

“Local Business” means a business serving as a vendor as defined in Business and Professions Code section 7026 or a business supplying construction-related materials that has its principal headquarters or permanently staffed regional office and that has held a business license within the zip codes listed above for Local Hire for a minimum of three months prior to the date the entity submits a bid, contract, or proposal for the a Service/Project. A Local Business vendor must also be properly registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5. Local Business shall also mean any business supplying services or supplies for the Project that has its principal headquarters or permanently staffed regional office and that has held a business license within the zip codes listed above for Local Hire for a minimum of three months prior to the date the entity signs a contract or proposal for the Project. Local Business shall also mean any state or nationally certified minority-owned, women-owned, or disabled veteran business that has performed work for the District or other public agency within the zip codes listed above for Local Hire during the past four years. Certification for a minority-owned, women-owned, or disabled veteran business must be provided to the District. Local Business shall also mean a business that participates in an internship program that is currently approved or recognized by the District. The entity may also apply to obtain District approval of its internship program. The internship program must be approved by the District and must be completed by the end of the Project or by the next semester immediately after completion of the Project. Local Business shall also mean any entity that uses apprentices from a District approved apprenticeship program.

The Firm agrees it will use Local Hires and Local Businesses to the extent possible or if the opportunity arises at any time. The District may request information or documents to confirm participation by a Local Hire or Business and Firm agrees to comply with any reasonable requests.

Please complete questions below, including additional sheet for each Sub-consultant (if applicable):

Company: _____

1. Firm is a Minority Business Enterprise (MBE) Yes
 No

2. Firm is a Women Business Enterprise (WBE) Yes
 No

3. Firm is a Disabled Veteran Business Enterprise (DVBE) Yes
 No

If "yes" for items 1-3 above, provide a copy of certification.

4. Firm is a Veteran Owned Business Yes
 No

If "yes" to 4, provide DD214 Form/Card

5. This business participates in or provides opportunities for internship programs:
 Yes
 No

If "yes", state type of internship program(s) on _____

6. List ALL Team Members who are considered a Local Hire. Check the applicable box(es), if any, pertaining to each individual.

	Team Member (First and Last Name)	Zip Code (for Local Residents Only)	Local Resident*	RSCCD Student**	Veteran	Intern
1						
2						
3						
4						
5						
6						
7						
8						

9						
10						
11						
12						
13						
14						
15						

*** A RSCCD student is an individual who is or was enrolled in one or more classes at any of these campuses (Santa Ana College, Centennial Education Center, Digital Media Center, Orange County Sheriff's Regional Training Academy, Santiago Canyon College or Orange Education Center).*

If selected, the Firm agrees it will use Local Hires and Local Businesses to the extent possible or if the opportunity arises at any time the Firm is providing services pursuant to this RFP and the final contract entered into with the District. The District may request information or documents to confirm participation by a Local Hire or Business and Firm agrees to comply with any reasonable requests.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Exhibit F

Statement of Intent to meet DVBE Participation Goals

The Rancho Santiago Community College District has a participation goal for disabled veteran business enterprises (“DVBE”) of three (3) percent per year. Although it is not specifically required, the undersigned Firm is encouraged to include DVBE enterprises as part of the Services under this AGREEMENT. The undersigned, on behalf of _____ (“Firm”), certifies the following:

- Firm **is** a certified Disabled Veteran Business Enterprise
- Firm is **not** a certified Disabled Veteran Business Enterprise
- Firm will include a certified Disabled Veteran Business Enterprise as part of its Services to the District.
- Firm will not include a Certified Disabled Veteran Business Enterprise as part of its Services to the District. If this box is checked, please explain why:

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____