



## **Professional Legal Services**

**RFP #406-23-24**

**Accounting Department  
Fallbrook Union Elementary School District  
321 Iowa Street, Fallbrook, CA 92028**

**Proposals Due: June 1, 2023  
10:00 am**

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NOTICE INVITING BIDS  
Request for Proposal (RFP) 406-23-24  
Professional Legal Services

Notice is hereby given that Fallbrook Union Elementary School District of San Diego County, State of California, will receive up to and no later than 10:00 am, on Thursday, June 1, 2023, sealed proposals for RFP 406-23-24. Such proposals shall be delivered to Fallbrook Union Elementary School District, Attention: Angeline Puckett, 321 Iowa St., Fallbrook, CA 92028 and shall be opened at the stated time and place. It is the sole responsibility of the proposer to ensure that the proposal is received by the District prior to the proposal opening deadline date and time. The District will not receive proposals after the time set for opening thereof and any late proposals will be deemed non-responsive and returned unopened.

RFP documents are available online at <https://www.fuesd.org/proposals/>.

Each proposal must conform and be responsive to this invitation and all other documents comprising the pertinent contract documents, submitted on the printed forms provided, and sealed in an envelope.

Proposers must submit any questions or requests for interpretation of the Contract documents or correction thereof in writing to Angeline Puckett, Accounting Specialist at [apuckett@fuesd.org](mailto:apuckett@fuesd.org) no later than 12:00 p.m. on May 19, 2023. The District shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

The District intends to award a contract to the highest scoring responsive and responsible proposer for professional legal services.

The District reserves the right to reject any or all proposals, to accept or to reject any one or more items within a proposal, or to waive any irregularities or informalities in the proposals or in the proposal process.

Small, women-owned, minority-owned, and firms owned and controlled by disabled veterans and/or other disabled persons are encouraged to submit responses to this Notice to Proposers.

**Schedule of Important Dates**  
Professional Legal Services  
RFP NO. 406-23-24

Dates of Advertisements	April 24, 2023 & May 3, 2023
Questions due from Proposers	May 19, 2023 – 12:00 pm
Final Addendum to Proposers	May 24, 2023
Proposal Due	June 1, 2023 – 10:00 am
Proposal Opening	June 1, 2023 – 11:00 am
Interview of Finalists (if needed)	June 7, 2023
Preliminary Notice of Award	June 12, 2023
Protest Period Ends	June 20, 2023
Contract Submittal to District	June 20, 2023
Board Approval	July 17, 2023

**RFP 406-23-24**  
**Professional Legal Services**

**INTRODUCTION**

The Fallbrook Union Elementary School is inviting interested legal firms to demonstrate their ability to provide professional legal services for the District in the areas of labor relations, contract administration, student and special education related services, litigation services, Board related services, professional liability services, and other legal services as required. The District will be selecting firms to supply the above referenced services based on the needs of the District, the firms' areas of expertise, experience, responses to the Scope of Services section of this RFP, and the interview process.

Proposers should examine all RFP documents, requirements, and specifications of the proposed agreement. Questions regarding conditions and specifications must be submitted in writing to Angeline Puckett at the address below, or via electronic mail to [apuckett@fuesd.org](mailto:apuckett@fuesd.org).

Fallbrook Union Elementary School District  
Accounting Department  
Attn: Angeline Puckett  
321 Iowa St  
Fallbrook, California 92028

The District will post the answers to questions and any addenda to this RFP on our website <https://www.fuesd.org/proposals/>. Firms are responsible for checking this page for additional information prior to submitting Proposals.

**BACKGROUND**

The Fallbrook Union Elementary School District (FUESD) provides a kindergarten through eighth-grade education to approximately 5,172 students across nine school sites, including two schools located aboard Marine Corps Base Camp Pendleton. Located in the northern-most part of San Diego County, FUESD provides a wide-ranging set of educational opportunities to a culturally diverse population of students.

## **RFP INSTRUCTIONS AND CONDITIONS**

1. **FORMS.** Proposals shall be made upon the form as provided by the Fallbrook Union Elementary School District Purchasing Agent and must be properly executed. Proposal shall be written in ink or by typewriter before submission. Proposals are to be verified, as they cannot be corrected after proposals are opened. The signature of all persons signing shall be in longhand. The completed form shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered. Before submitting a proposal, the Proposer shall carefully examine specifications and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations and shall ensure that unit cost and total cost is reflected in the proposal. No allowance will be made because of lack of such examination or knowledge. Any proposal received after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened.
2. **NAME OF COMPANY.** Proposers shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Proposals must be submitted under the correct name of the company and signed by an authorized representative of the firm.
3. **ASSIGNMENT OF CONTRACT.** No assignment by the Proposer of any contract to be entered into hereunder or any part thereof, or of funds to be received thereunder by the Proposer, will be recognized by the District unless such assignment has had the prior approval of the District. It is unacceptable to the District for the Proposer to subcontract any portion of the of the work. It shall be understood that the contract, and any portion thereof, may not be subcontracted by Proposer to any entity.
4. **PRICES.** All prices shall include separate quotations for each item or unit specified. Prices shall be calculated when submitted. Prices must be typewritten or in ink, and no tax shall be included in the prices quoted. Prior to proposal opening, corrections may be inserted; however, changes must be initialed in ink, by the person signing the proposal or by an authorized representative.
5. **TAXES.** The District shall not be responsible for any taxes with the exception of sales or use taxes where applicable. Applicable taxes shall be added by the Proposer to invoice(s) and shall not be included in the proposal.
6. **BIDDER SECURITY.** Not required
7. **ADDENDA OR BULLETINS.** Any addenda or bulletins issued by the District during the time of bidding or forming a part of the documents issued to the Proposer for

the preparation of the proposal shall be covered in the proposal and shall be made a part of the Contract.

8. WITHDRAWAL OF PROPOSALS. Any Proposer may withdraw their proposal, either personally or by a written request, at any time prior to the scheduled time for opening of the proposals, but not after.
9. OPENING OF PROPOSAL. Proposals will not be opened publicly. Proposals shall be sent to **Fallbrook Union Elementary School District, Attn: Angeline Puckett, 321 Iowa St., Fallbrook, CA 92028** in a sealed envelope. The envelope must have the description of the **Proposal number, the name of the proposer, and date**. It is the sole responsibility of the proposer to see that the proposal is received by the District by **10:00 am on June 1, 2023**. Any proposal received after the scheduled closing time for receipt of proposals shall be returned to the proposer unopened.
10. AWARD OR REJECTION OF PROPOSAL. The District reserves the right to award the contract as a lot or on an individual basis to the lowest responsive and responsible Proposer best meeting specifications and RFP requirements, with past performance and other options as set forth in the proposal documents taken into consideration. The District shall take into account the performance of the Proposer with respect to any recent contract(s) with the District and other school districts. The Governing Board, however, reserves the right to reject any one or all proposals, to waive informalities in the proposals or in the bidding, to judge the merit and qualifications of the material, equipment, and services offered, and to accept whatever proposal is deemed to be the lowest responsible proposal meeting all the criteria specified in the RFP. The District will independently evaluate all proposals and individually issue any awards or rejections.
11. WITHDRAWAL OF PROPOSALS AFTER OPENING. No proposer may withdraw their proposal for a period of sixty (60) days after the date set for the opening thereof.
12. AGREEMENT. The form of agreement, which the successful Proposer, as contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement will be executed in two (2) original counterparts. The complete contract consists of the following documents: The Introduction, the RFP Instructions and Conditions, the Accepted Bid, the Special Conditions, the Worker's Compensation Certificate, Non-collusion Affidavit, Background Information, and the Agreement, including all addenda or bulletins. All of the above documents are intended to cooperate and to be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation, and services necessary for the proper delivery and installation of all items called for in the Contract.

13. INTERPRETATION OF DOCUMENTS. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may contact the purchasing department to request an interpretation or correction thereof. The District may require that such a request be in writing, in which case the person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by said district and a copy of such Addendum will be posted on the district website. The district will not be responsible for any other explanation or interpretation of the proposed documents. Such request for information must be submitted by **May 19, 2023 at 12:00 p.m.**
14. PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL. No person, firm, or corporation shall be allowed to make or file or be interested in more than one proposal for the same work, unless alternate proposals are called for. A person, firm, or corporation submitting a sub-proposal to a proposer, or who has quoted prices on materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers.
15. DEMONSTRATIONS. If the District considers a need, Proposers shall be required to arrange demonstrations of items or services within the scope of the proposal. Failure to be able to provide such a working demonstration may disqualify the Proposer's bid submittal. Unless otherwise required by the District, proposers shall be required to provide the requested demonstrations at the District's facility. All demonstrations shall be provided free of charge to the district.
16. EQUAL PROPOSALS. When proposals are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.
17. LIQUIDATED DAMAGES. The Fallbrook Union Elementary School District shall hold the selected Proposer liable and responsible for all damages that may be sustained because of their failure to comply with any conditions herein. If the selected Proposer fails to furnish or deliver any material, supplies, equipment or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the Fallbrook Union Elementary School District may acquire the items herein specified elsewhere, without notice to the selected Proposer. Additional costs accrued by the District through this acquisition may be deducted from unpaid invoices or must be paid to District by the selected Proposer. Prices paid by the District shall be considered the prevailing market prices at the time such acquisition is made.

When, in the opinion of the District, the vendor, at anytime during the period of this contract, fails to perform satisfactorily the work required under this contract, or otherwise fails to comply with the terms of this contract the District may:

- a. Deduct applicable liquidated damages as specified in the contract for the service in fault and pay the remaining balance due to the vendor or
- b. Withhold progress payments or end of the month payments or both. Said payments may be withheld until the vendor satisfies the District that service was rendered and satisfactory to the contract.

18. RESTRICTED PROPOSAL. Only those companies fully licensed, equipped and experienced in the work being performed, with skilled personnel immediately available, able to obtain necessary components immediately, shall be considered qualified proposers for this contract.

19. PUBLIC LIABILITY AND PROPERTY INSURANCE. Successful Proposer shall maintain, during the life of this contract, Public Liability and Property Damage Insurance to protect themselves and the District from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations of this Contract. The minimum amounts of such insurance shall be as hereinafter set forth. Successful Proposers will be required to furnish certificates of insurance for liability and worker's compensation prior to the start of work. If a renewal occurs during the life of the contract, Vendor must submit a new certificate(s) prior to expiration of current policy. The policy period shall be continuous through the term of the agreement.

Such insurance is to be carried out by any insurance company authorized to transact the business of such insurance in the State of California. This insurance may not be canceled without giving the District at least thirty (30) days' notice. Lapse of insurance coverage or failure to furnish proof of such coverage, as required by this contract, is a material breach of this contract.

Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owner and non-owner): Not less than **\$5,000,000.00** combined single limit or **\$1,000,000.00** per person, **\$5,000,000.00** per accident.

Property Damage Liability Insurance including auto (both owned and non-owned): Not less than **\$5,000,000.00** per loss.

Insurance certificate(s) must name Fallbrook Union Elementary School District as an additional insured.

Certificate(s) are to be submitted by the successful Proposer prior to start of work.

20. SEXUAL MISCONDUCT INSURANCE. Contractor will provide coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental

anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than **\$3,000,000.00** per wrongful act and **\$3,000,000.00** aggregate.

21. CYBER LIABILITY INSURANCE. Cyber Liability Insurance, with limits not less than **\$1,000,000.00** per occurrence or claim, **\$1,000,000.00** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties.
22. TERM OF AGREEMENT. The period of the performance under this Contract will be for twelve (12) months, August 2023 through August 2024. The term of this agreement may be extended by four (4) additional (1) year increments, which the District may exercise at its sole discretion. Request for price increase/decrease must be negotiated sixty (60) days before Contract renewal date.
23. CONTRACT RENEWALS. If mutually agreeable, the District reserves the right to renew the contract annually. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Satisfactory service being rendered by the holder of the contract will be an influencing factor to the District in exercising this renewal option. Such renewal will be made by notifying the vendor, in writing, thirty (30) days prior to the expiration of the contract.
24. HOLD-HARMLESS CLAUSE. Proposer shall indemnify and hold the District, its officers, agents, and employees harmless from and against any and all loss, liability and expense (including attorney's fees) or any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent of any copyrighted invention, article or appliance furnished or used under this quotation.
25. TOBACCO-FREE DISTRICT. The Fallbrook Union Elementary School District has been designated as tobacco-free Districts. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles.
26. IRS REQUIREMENT. The District shall view the legal position of the Proposer as an "independent contractor" and that all persons employed to furnish services are employees, agents or officers of the Proposer and not of the District. The District shall not be liable for any of the contractor's acts or omissions performed under

the contract to which the Proposer is party. The Proposer will complete IRS form W-9 providing taxpayer identification number and also indicate whether the Proposer is a corporation, sole-proprietor, partnership, individual, etc. The form must be on file with the District within sixty (60) days from the date for the contract start date.

27. FINGERPRINTING REQUIREMENTS. The District has determined under Education Code section 45125.1, subdivision (c) that in performing services pursuant to this agreement, Contractor's employees may have contact with pupils. As required under Education Code section 45125.1, subdivision (a), Contractor shall require their employees who will provide services pursuant to the agreement to submit their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice together in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code section 45122.1. Contractor shall not permit any employee to perform services who may come in contact with pupils under this agreement until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1

Contractor shall certify in writing to the Governing Board of the District to the attention of Melissa Lawrence, Accounting Specialist, 321 Iowa St, Fallbrook, CA 92028, that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code section 45122.1. Contractor will provide a listing of employees who may come in contact with pupils

Contract shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by the contractor's failure to comply with all of the requirements contained in Education Code section 45122.1, including but not limited to, the requirement prohibiting Contractor from using employees who may have contract with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.

## **SPECIAL CONDITIONS**

1. SUBMISSION OF DOCUMENTS BY SUCCESSFUL PROPOSER. Ten (10) working days from the notification by the District to the awarded vendor are allowed for the successful Proposer to submit additional data required in the RFP documents (i.e. proof of insurance, fingerprinting certification). It is believed this is sufficient time to fulfill the District's requirements prior to the commencement of the contract. If the successful Proposer does not comply with the requirements, consideration must be given to the next lowest proposal.
2. DISPUTES. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Agent. This decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith.

In connection with any dispute pending decision under this contract, the vendor shall proceed diligently with the performance of the contract and in accordance with the performance of the contract and in accordance with the decision of the Purchasing Agent.

3. EVIDENCE OF RESPONSIBILITY. Contractors' responses to questions included in the Questionnaire will be used to evaluate each contractors' capability to provide proper and satisfactory professional legal services as required pursuant to the Request for Proposals. Upon request of the District, a contractor whose proposal is under consideration for award of contract may be required to submit additional information to support information previously provided. It is mandatory that contractors and subcontractors, if any, have at least five (5) years' experience in providing legal services.
4. STAFFING. The Contractor shall assign qualified professional staff with appropriate licenses, credentials, permits, knowledge, skills, and disciplines to complete the contracted work. The District will evaluate the qualifications and availability of key persons to be assigned to serve the District.
5. PAYMENTS AND INVOICING. The Contractor shall invoice the District monthly and shall contain sufficient detail and explanation to clarify the dates and items charges were incurred.

Invoices must be submitted no later than the 10<sup>th</sup> working day following the previous calendar month of service. All invoices must be sent to the Accounts Payable Department, 321 Iowa St, Fallbrook, CA 92028.

The District shall pay any and all undisputed portions of the received monthly invoices within thirty (30) days of receipt. The District shall notify Contractor of any disputed amounts as soon as reasonably possible.

6. NON-DISCRIMINATION. It is the policy of the District's Governing Board that in connection with all work performed under contracts, there be 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, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735.
7. COMPLIANCE WITH STATUTES. The Contractor warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the delivery of the services offered.

**RFP – 406-23-24**  
**PROFESSIONAL LEGAL SERVICES**  
**Fallbrook Union Elementary School District**

**SCOPE OF WORK:**

To acquire high quality, cost-effective and ethical provision of legal services for the District as indicated on the contract, for a twelve (12) month term.

Legal advice will typically be solicited by written or telephone requests and may require written responses. Meetings will be held as necessary with appropriate staff to update FUESD on pending matters.

**SELECTION PROCESS:**

The award of Contract will be made in accordance with the following process:

- A. Qualifications** – The District will assess the Firm's background and experience in providing the relevant legal services.
- B. Evaluation** – Written responses will be evaluated and scored between one and five in each or all areas of expertise.
- C. Services and Billing** – The District will analyze the cost-effectiveness in correlation with the level of expertise regarding services provided.
- D. Interview** – If necessary, finalists will meet with FUESD for interviews and to negotiate final terms, conditions, and pricing. It is anticipated that final interviews will be conducted on **Wednesday, June 7, 2023.**  
**Please keep this date open in your schedule.**

**Fallbrook Union Elementary School District  
RFP – 406-23-24  
PROPOSAL FORM**

**SECTION I – INTRODUCTION & COVER LETTER**

**Cover Letter**

Each proposal should include a cover letter introducing the Proposer. The cover letter should include:

- Identification of core team
- Name of contact person, phone number and fax number
- Summary of Proposer's history and projects most relevant to the District's project

**Company Overview**

This information should be completed in full and submitted with proposal.

Company Name Mailing Address:

Company Phone No: (     )

Company Fax: (     )

Contact Name:

Contact's Title:

Date:

Signature:

**Qualifications of Proposer**

- Provide Proposer's background and experience in providing work of a similar nature, including the number of clients in California, number and name of clients in San Diego County, number of years in educational services, number of attorneys in firm, organizational chart and matrix, and all other factors that indicate the Proposer's commitment to perform efficiently and effectively. Please limit this section to four pages.

**Proposer's Background**

Proposer must provide a company profile. Information provided should include:

- Company ownership: If incorporated, the state in which the company is incorporated and the month/date of incorporation
- Location of the company offices, local and headquarters, if different
- Number of employees both locally and nationally
- Location(s) from which employees will be assigned
- Name, address, and telephone number of the Proposer's point of contact for a contract resulting from this RFP
- Proposer background/history
- Why Proposer is qualified to provide the services described in this RFP

## SECTION II – AREAS OF EXPERTISE

Include the completed questionnaire below showing the areas of expertise for your firm. Please place a check mark next to your areas of expertise for legal services for which you would like to contract.

### 1. LABOR RELATIONS SERVICES AND PERSONNEL LAW

- ☐ Expert application of the California Education Code
- ☐ Employment practices including hiring and evaluation issues, coordination of leave, and the accommodation of employees with disabilities
- ☐ Advice and representation in connection with the application of federal, state, and local employment laws, including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity Act, the Americans with Disabilities Act and California Fair Employment and Housing Act
- ☐ Pay and retirement system issues
- ☐ Employee dismissals, suspensions, terminations and/or investigations of misconduct, including representation in related administrative and court proceedings
- ☐ Responses to complaints, including under the District's Uniform Complaint Procedures
- ☐ Layoffs, non-reelections, and administrator reassignments
- ☐ Analysis of bargaining unit proposals
- ☐ Preparation of FUESD collective bargaining proposals
- ☐ Negotiations with bargaining units
- ☐ Drafting of counterproposals and contract language
- ☐ Advice and representation regarding unfair practices charges and grievances
- ☐ Dispute arbitration and resolution
- ☐ Other labor relations service as may be required

### 2. CONTRACT ADMINISTRATION SERVICES

- ☐ Analysis of and recommendations regarding the effect and application and enforcement of contract language
- ☐ Drafting, review, and negotiation of selected contracts, including those for real estate and construction, software licensing, e-rate, etc.
- ☐ Advice and representation regarding competitive bidding issues, contractor prequalification and responsibility issues
- ☐ Other contract administration services as may be required

### 3. STUDENT AND SPECIAL EDUCATION-RELATED SERVICES

- ☐ Analysis of and recommendations regarding student discipline issues, including "manifestation determinations"
- ☐ Advice and representation regarding appropriate student placements under the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Americans with Disabilities Act and representation in related administrative proceedings such as "due process" hearings and state and federal court proceedings, including attorneys' fees disputes
- ☐ Advice regarding special education issues, including, but not limited to eligibility, assessments, Free Appropriate Public Education issues, least restrictive environment, "search and serve" obligations, and requests for placement in non-public schools
- ☐ Advice regarding release of student records, including privacy regulations such as SOPIPA, FERPA, COPPA, and AB-1584
- ☐ Consultation prior to and during the hearing of student expulsion appeals by the FUESD Governing Board
- ☐ Consultation prior to and during the hearing of inter-district attendance appeals by the Board
- ☐ Advice about student use of electronic communication devices and social media as it pertains to student discipline

- ☐ Review special education issues upon request and provide guidance to Board and Administration
- ☐ Represent the district in mediation upon request
- ☐ Represent the district at all stages of due process beyond mediation including administrative law, commissioner, state board and court proceedings
- ☐ Serve as the district's liaison to the legal representatives/advocates of parents
- ☐ Review special education contracts upon request
- ☐ Other student-related services as may be required

#### 4. LITIGATION SERVICES

- ☐ Ability to initiate and prosecute litigation and defend FUESD in litigation in State and federal courts, including all related phases such as preparation of complaints and other pleadings, law and motion, discovery, witness preparation, trial and appeal
- ☐ Familiarity with dispute resolution techniques, including arbitration and mediation
- ☐ Other litigation-related services as may be required

#### 5. BOARD RELATED SERVICES

- ☐ Advice regarding potential conflicts of interest on the part of the Superintendent, the Board, or FUESD as a whole
- ☐ Advice regarding the open meeting requirements of the Ralph M. Brown Act and the implications for the Board, staff, and all legally constituted committees and subcommittees and related bodies
- ☐ Attendance, upon request, at meeting of the Board, Board committees or subcommittees, or groups convened by the Superintendent or designee

- ☐ Consultation on issues relating to the Board's policies and administrative regulations
- ☐ Review of claims under the California Tort Claims Act
- ☐ Advice on requests for information under the California Public Record Act and/or the Freedom of Information Act
- ☐ Charter school issues, including review of charter school petitions, facilities requests, renewals and appeals

#### 6. PROFESSIONAL SERVICES

- ☐ Attorneys
- ☐ Architects
- ☐ Engineers
- ☐ Accountants
- ☐ Brokers
- ☐ Healthcare
- ☐ Technology

#### 7. MISCELLANEOUS SERVICES

- ☐ Review of proposals for legal sufficiency and responsiveness
- ☐ Review of legal documents and procedures not already described in these specifications
- ☐ Analysis of legal issues not already described in these specifications

#### 8. OTHER SERVICES (be sure to include descriptions in Section II)

- ☐ Construction
- ☐ General Liability
- ☐ Environmental Law
- ☐ Public Entity Litigation
- ☐ Surety and Fidelity Bonds

- ☐ Bankruptcy and Insolvency
- ☐ Insurance Law
- ☐ Property
- ☐ Workers Compensation
- ☐ Special Education
- ☐ Public Procurement
- ☐ Administrative Regulations
- ☐ Developer Fees
- ☐ Eminent Domain
- ☐ Regulatory approvals for school sites, construction, and modernization
- ☐ Election Issues
- ☐ School District Organization and Reorganization Issues
- ☐ Media Relations
- ☐ Retention of electronic records (including email)

### SECTION III – EXPERTISE SUPPLEMENTAL

1. For all the areas checked in Section 1 above, provide narratives to supplement your areas of expertise. Please limit this section to eight pages.
2. Provide resumes for the key personnel who will match the services we are requesting in this RFP and who would be assigned to this account.

### SECTION IV – SERVICES AND BILLING

Please address all of the following:

1. Provide a plan for an effective method to reconcile invoicing of services provided by your firm with services requested and received from the different departments within FUESD. Billing methods should be clearly identified with the plan for distributing statements to either departments or individuals as directed by FUESD.

Please provide the person (name and title) who will be responsible for managing your billing and a sample billing form (showing your billing process).

2. Specify the real-time billing software being used and the minimum hour increments that will be used. Indicate if the software would allow us to receive invoices electronically in addition to receiving hard copies. Indicate the format that would be used to send electronic copies. Specify the schedule on which invoices are issued.
3. Provide your hourly rates for all levels of service under the attorney category listed below. State whether there are additional charges for travel time, expenses, or other costs (e.g. copies and faxes). If your firm bills separately for these items, please complete #4 below (including if hourly rates are different for travel time). You may propose two options for hourly rates, one inclusive of all costs.

<b>Attorney Category</b>	<b>Hourly Rate</b>	<b>Hourly Rate (inclusive of all costs)</b>
Senior Shareholders		
Partners		
Senior Associates		
Associates		
Special Counsel		
Paralegals/Law Clerks		
Special Projects		
Other Personnel		
Other Personnel		
Other Personnel		

4. Specify costs for other services in the table below if they are not included in an hourly proposal in #3 above. Proposers are encouraged to offer cost reduction suggestions (for example, a set number of no cost phone calls). The District will only pay for legitimate, useful fees and costs. Support service costs and expenses inherent to the district will be reimbursed at cost; justifications, approvals, and receipts must be provided upon requesting reimbursement for out-of-pocket expenses. The District will not be expected to be billed for (incoming/outgoing) fax transmissions, voice mail messages, and other incidental costs that should be considered overhead.

<b>Supportive Service</b>	<b>Cost</b>
Word Processing	
Copying Costs	
Express Postage	
Other services (Please specify: _____)	
Other services (Please specify: _____)	
Other services (Please specify: _____)	

5. In addition to the price schedule listed above, the Proposer shall stipulate the discount on a percentage basis it will give FUESD for total dollar amount consumed of legal services on a monthly basis. The District will use the discount to deduct from its monthly invoice. The District does not guarantee that any specific quantity or dollar amount will be ordered.

<b>Monthly Dollar Amount Range</b>	<b>Monthly Percentage Discount</b>
\$15,000 to \$25,000	
\$25,001 to \$50,000	
\$50,001 to \$100,000	
\$100,001 to \$150,000	
\$150,001 and above	

6. List any cash discount incentives you are willing to give FUESD for the credit periods listed below:

<b>Credit Period</b>	<b>Percent Discount</b>
15 to 20 days	
21 to 30 days	
30 and above	

7. Timeliness of service provided by your firm or lack of shall be an important factor for evaluation in this proposal, and it will also serve as an important basis for evaluating contract performance in the future. Hence, it is key that you list, as accurately as possible, the response and/or turnaround time in the table below. Explain what contingency measures you will take if timeliness of service does not meet the District's expectations.

<b>Service</b>	<b>Response and/or Turnaround Time</b>
Return calls or voice mails	
Return emails	
Routine and repetitive emails	

8. FUESD believes in professional development of its personnel. What type of training do you propose for FUESD staff? How often can you provide training? What are the associated costs? List the experience you have in providing training.
9. Describe your plan to keep the District informed on latest developments, new, information, legislation, rules, regulations, etc. that will affect the District's well-being?

**REFERENCES**  
**RFP – 406-23-24**

List three (3) of the largest contracts with school districts within the last three (3) years.

Name of District/Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Description of Service: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Dates: \_\_\_\_\_

Name of District/Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Description of Service: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Dates: \_\_\_\_\_

Name of District/Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Description of Service: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Dates: \_\_\_\_\_

**WORKER'S COMPENSATION CERTIFICATE**

(To be executed by Proposer and submitted with proposal)

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall sign and submit the following certificate with the written proposal:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any work under a contract with the District."

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Company

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Authorized Officer or Agent

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Date

**NONCOLLUSION AFFIDAVIT**

(To be executed by Bidder and submitted with bid)

State of California ) ss.  
County of San Diego )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Corporation) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, California.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Print Name and Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public in and for said County and State

**RFP #406-23-24**  
**AGREEMENT**  
**Fallbrook Union Elementary School District**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Fallbrook Union Elementary School District, San Diego County, California, hereinafter called the District and \_\_\_\_\_, hereinafter called the Contractor.

WITNESSETH that the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. THE CONTRACT DOCUMENTS: The complete contract exists of the following documents:
  - Introduction
  - Student Information
  - Instructions and Conditions
  - Special Conditions
  - RFP Form
  - Agreement
  - Contractor's Certificate Regarding Workers' Compensation
  - Non-collusion Affidavit
  - Addenda Numbers \_\_\_\_\_

Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. TERMINATION FOR DEFAULT: If the said Contractor fails or neglects to supply or deliver any of said service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement. The forgoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.
3. TERMINATION OF CONTRACT FOR CONVENIENCE. District may terminate this Contract at any time and for any reasons by giving written notice to

Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Contract is terminated by District as provided in this Section, Contractor shall be entitled to receive compensation for any satisfactory work completed up to receipt by Contractor of notice of termination and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to specific request by District for the performance of such work.

4. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any times during the performance of the contract, request any alterations, deviations, additions or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be by a fair and reasonable valuation. The estimated cost of a proposed change shall be established in one or more of the following methods:

- a. By an acceptable lump sum proposal from the Contractor.
- b. By unit prices agreed upon by the District and the Contractor

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount and the expense thereof is first submitted to the District and written consent thereto obtained.

5. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract. The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract Documents.
6. SAVE HARMLESS CLAUSE: Consultant shall defend, indemnify and hold the District, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, volunteers, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all attorney's fees and other related costs and expenses. Consultant shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the

indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees and agents. The Consultant's duty to defend, indemnify and hold the District harmless shall not apply to the extent a claim is due to the sole negligence or willful misconduct of the District.

7. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, projects, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performances is not due in part to the fault or neglect of the party not performing.
8. ASSIGNMENT OF CONTRACT: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.
9. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District.
10. INSURANCE, PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him from claims under workers' compensatory act, and from claims for damages for personal injury including death and damage to property which may arise from operations under the Contract in amounts specified in the Contract Documents. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor. The Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connections with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.
11. CONDITIONAL PROPOSAL: The District reserves the right to reject any proposal which imposes conditions, or terms, on purchases, which were not specified in the original proposal document.

IN WITNESS WHEREOF: This Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

DISTRICT:

Fallbrook Union Elementary School District

By \_\_\_\_\_

Cynthia Martin,

Interim Superintendent