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#### Rockwood R-VI School District

## REQUEST FOR PROPOSAL

**Title**: Comprehensive Legal Services **Contact Person:** Brenda Kirchhoefer

**Issue Date:** ­­­­March 9, 2018 **Phone #:** 636.733.2045

 **E-mail:** kirchhoeferbrenda@rsdmo.org

**RETURN PROPOSAL NO LATER THAN: April 5, 2018 by 2:00PM CDT**

**RETURN PROPOSAL AND ADDENDA TO:**

 Rockwood School District

 ATTN: Coordinator of Purchasing

 111 East North St.

 Eureka, MO 63025-1229

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda thereto.

### SIGNATURE REQUIRED

|  |  |
| --- | --- |
| Authorized Signature | Date |
| Printed Name | Title |
| Company Name |
| Mailing Address |
| City, State Zip |
| Phone #: | Fax #: | E-Mail Address |

**REQUEST FOR PROPOSAL**

**COMPREHENSIVE LEGAL SERVICES**

The Rockwood R-VI School District is inviting sealed proposals for: Comprehensive Legal Services.

Proposals must be received at 111 East North St, Eureka, MO 63025-1229, to arrive no later than the date and time listed below in a sealed envelope that is plainly worded:

**SEALED PROPOSAL FOR: COMPREHENSIVE LEGAL SERVICES**

**DATE DUE:** **April 5, 2018 by 2:00PM CDT**

It is the responsibility of the offeror to ensure timely delivery of the proposal. Any proposal received after the proposal closing time will be returned unopened. Unsigned proposals will be considered non-responsive and will be rejected.

The initial period of the contract shall be five years beginning July 1st, 2018. The District reserves the option to renew the contract annually after the initial term if mutually agreed to in writing and based solely on the determination of the District as to the performance, costs and general quality of the services provided by the successful vendor or vendors selected. Prices shall be firm for the initial term and as mutually agreed, thereafter.

The District reserves the right to accept or reject any or all proposals or any part thereof, and to waive any minor informality in any proposal not deemed to be in the best interest of the District. Please refer questions regarding this proposal to Brenda Kirchhoefer at (636) 733-2045.

The Board of Education of the Rockwood R-VI School District (hereafter “District”) will receive sealed Proposals from qualified law firms for providing **Comprehensive Legal Services**.

1. The purpose of this Request for Proposal (RFP) is to establish the requirements for Comprehensive Legal Services, and to solicit Proposals from reputable, licensed law firms or individuals (hereafter “Company”) who are members of, and in good standing with, The Missouri Bar for providing such legal services. The RFP requests a great amount of detail to avoid delays, misunderstanding, and to simplify the evaluation of the Proposals. The Company is requested to respond to each specification.
2. The Company must submit a complete Proposal covering all requirements identified in this RFP package in order to be considered. All Proposals will be carefully scrutinized to ensure that such requirements can be met. Proposals submitted must be the original work product of the Company.
3. Four (4) copies of the Proposal shall be sealed and plainly marked on the envelope with the name “Comprehensive Legal Services Proposal” and delivered to:

Rockwood R-VI School District

ATTN: Coordinator of Purchasing

111 East North St

Eureka, MO 63025-1229

1. Proposals will be received until **April 5, 2018 at 2:00PM CDT.** Electronic or facsimile offers will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.
2. Proposals may be modified or withdrawn by written notice or in person by the Company or its authorized representative, provided its identity is disclosed on the envelope containing the Proposal and such person signs a receipt for the Proposal, but only if the withdrawal is made prior to the deadline.
3. The information presented in the RFP is not to be construed as a commitment of any kind on the part of the District. There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing Proposals in response to this request.
4. All Proposals must be submitted on the District forms as attached with this specification. Proposals submitted on forms other than the enclosed may be rejected. No alternate Proposals that significantly deviate or modify the concept and ultimate objectives of this Proposal will be considered. Non-compliance with RFP specifications will disqualify Proposals from further consideration.
5. Any explanation or statement that the Company wishes to make must be contained with the Proposal but shall be written separately and independently of the Proposal proper and attached thereto. Unless the Company so indicates, it is understood that the Company has proposed in strict accordance with the RFP requirements.
6. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.
7. All Proposals shall be deemed final, conclusive and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of the District after the scheduled closing time for the receipt of Proposals.
8. Proposals, prices, terms and conditions shall remain firm for a period of ninety (90) days from the due date for Proposals or until that time when the District takes official action on the Proposals.
9. The Company is responsible for its own verification of all information provided to it. The Company must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained.
10. No oral interpretation will be made to any Company as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the District. Unauthorized contact by the Company with other District employees or Board members regarding the RFP may result in disqualification.
11. Requests for interpretation must be made in writing to the Coordinator of Purchasing for Rockwood R-VI School District no later than April 3, 2018. Any information given to a Company concerning the RFP will be furnished to all Companies as an addendum to the RFP if, in the District’s sole discretion, such information is deemed necessary to all Companies in submitting Proposals on the RFP, or the lack of such information would be prejudicial to uninformed Companies. The Company should rely only on written statements issued by the District in the form of an addendum to the RFP.
12. No specifications, drawings, sketched, models, samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFP shall be considered to be confidential or proprietary.
13. The District may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Company specifically qualifies its offer by stating that the Proposal must be taken as a whole.
14. The District may award a contract based upon the initial Proposals received without discussion of such Proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service standpoint.
15. The District may, at its option, conduct interviews after receipt of the Proposals.
16. The District reserves the right to hold negotiations in an attempt to clarify and qualify terms of any Proposal.
17. The District reserves the right to negotiate final contract terms with any Company, regardless of whether such Company was interviewed or submitted a best and final Proposal.
18. The District may accept any Proposal as submitted whether or not negotiations have been conducted between the parties.
19. Neither the commencement nor cessation of negotiations shall constitute rejection of the Proposal or a counteroffer on the part of the District.
20. The Company shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board of Education member of the District for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.
21. No Company shall engage in any activity or practice, by itself or with other Companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Company’s Proposal.
22. In the event of a conflict between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the RFP and the Proposal. The Company agrees to abide by the decisions of the District.
23. The District, in its discretion, may terminate the Agreement in whole or in part at any time, whenever it is determined that the successful Company has failed to comply with or breached one or more of the terms and conditions of the Agreement or specifications incorporated therein and the successful Company has failed to correct such failure or breach to the District's satisfaction within a period of 15 days after receiving written notice thereof from the District. In the event of the partial or total termination of the Agreement, it is hereby agreed that the District shall only be obligated to pay in accordance with the terms of the Agreement for materials and services, which have been accepted by the District.
24. The District may terminate the Agreement without cause by notifying the successful Company in writing thirty (30) days prior to the effective date of termination. The successful Company shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as possible.
25. In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Agreement, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Agreement by providing written notice to the successful Company and the District will thereby be relieved from all further obligations under the Agreement.
26. The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Company; liquidation or dissolution of successful Company; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Company; assignment by successful Company for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the successful Company.
27. Initial Proposals may not be withdrawn for ninety (90) calendar days from the due date for Proposals except with the express written consent of the District. If a Proposal is accepted as submitted, the negotiated final Agreement shall consist of the Agreement, this RFP, plus any addenda thereto, and the Company’s Proposal.
28. In the event the Agreement initially awarded by the District is terminated for any reason within one-hundred twenty (120) days of the due date for Proposals, the District reserves the right to negotiate and accept any other submitted Proposal.
29. The District shall not be responsible for any pre-Agreement expenses of any Company, including the successful Company, incurred prior to the commencement of the Agreement.
30. The submission of a proposal will indicate the Company has read the general and specific instructions, that the Company understands the requirements and can supply the services specified.
31. No alterations, erasures or additions are to be made in the typewritten or printed matter, unless initialized in ink.
32. All information required by the proposal except the signature should be typewritten and must be legible. Signatures must be handwritten. Illegible or vague Proposals will be rejected. Proposals not properly signed will be considered non-responsive.
33. The initial period of the contract shall be five years beginning July 1st, 2018. The District reserves the option to renew the contract annually after the initial term if mutually agreed to in writing and based solely on the determination of the District as to the performance, costs and general quality of the services provided by the successful vendor or vendors selected unless required by District policy. Prices shall be firm for the initial term and as mutually agreed thereafter.

**I. CERTIFICATION**

By submission of this proposal the Company certifies:

1. That the Company has not paid nor agreed to pay any person, other than a bona fide employee, a fee or brokerage resulting from the award of this contract.
2. That the fees quoted in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other firm.
3. That the Company is duly licensed to perform the work requested in this Proposal and is in good standing with the Missouri Bar Association. The Company agrees to comply with all applicable legal provisions as set forth in the Missouri Revised Statutes, to include all federal, state and county regulations and understands these provisions are part of any contract awarded to the Company.
4. The Company agrees to keep the information related to all Board issues in strict confidence. Other than the reports submitted to the Board, the Company agrees not to publish, reproduce or otherwise divulge such information in whole or in part in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information to those employees on its staff, Board’s staff or the District’s staff who must have the information on a “need to know” basis.

**II. Summary of Proposer’s Qualifications**

The Company must describe the qualifications of their firm and the staff to be assigned to the Board. Descriptions should include:

1. law education and experience (include specific references to the experiences of providing services on the topics outlined in the Scope of Services section of this RFP;
2. prior experience working with similar organizations, public school districts;
3. prior experience of the individual attorney or attorneys who will be assigned to the Board, including education, position in firm, years and types of experience, continuing professional education, and state(s) in which licensed as an attorney.

The Company must describe its understanding of work to be performed, and demonstrate substantial knowledge and experience in the interpretation of state and federal laws as they relate to political subdivisions of the State and to school districts in particular.

The Company must describe prior legal experiences including the names, addresses, contact persons and telephone numbers of organizations represented. Experience should include prior experience providing legal services to similar organizations (i.e., school districts and/or other political subdivisions of the State). See Scope of Work Section V, Proposal Requirements, for additional information.

Information regarding the size of the Rockwood School District, number of employees, number of schools/locations, district financials can be found on the Rockwood District [website](http://www.rsdmo.org) .

**III. AWARD**

1. Award will not be made based on price alone. The award will be made as will best promote the public interest, taking into consideration the qualifications of the firm submitting the proposal; the responsiveness of the Proposal in meeting the requirements and specifications; contractual requirements and any additional specific criteria for evaluation included in the RFP. Only the District is in a position to determine its own best interest; therefore, the school District shall be the sole judge in determining the quality and appropriateness of the services proposed. The District’s decision shall be final.
2. Unless the Company states otherwise, or unless otherwise provided within the RFP, the District reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the District.
3. The District reserves the right to make awards at any time within ninety (90) days after the date of the opening, during which period proposals may not be withdrawn unless authorized by the District.
4. Each Company shall retain all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after completion of the contract. This requirement includes any subcontractors.

**IV. CONTRACT**

1. The issuance of a formal contract to the successful Company will be considered sufficient notice of acceptance of contract. This contract shall bind Company to furnish and deliver goods or services at the prices specified in, and in accordance with the conditions of, this RFP. If the Company will require the District to sign an additional contract, then a copy of the contract MUST be included with the proposal. In the event of a conflict between the requirements of this RFP and the proposed contract, the terms and conditions of the RFP will take precedence.
2. Non-performance of contract will give sufficient cause for the District to cancel the contract. Non-performance shall be construed to include, but is not restricted to, failure of successful firm to deliver in the time specified, or in the manner required. Cancellation of contract for any reason may result in the removal for an indeterminate time of the successful Company’s name from the vendor list on future proposals.
3. The District may, by written notice to the Company, immediately terminate this contract if the District determines that employment or gratuity was offered or made by the Company or a representative of the Company to any officer or employee of the District for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance.
4. Any contract entered into as result of this solicitation is for the convenience of the District and as such, may be terminated without default by the District by providing a written thirty (30) day notice of termination.

**V. PAYMENTS**

1. Payment will be made only after submission of proper invoices as required by the District and within applicable state law. The invoice must identify the nature of the services performed, hours worked at contract rates and individuals performing the services.
2. Payment of any invoice shall not preclude the District from making claim for adjustment on any item or service found not to have been in accordance with general conditions and specifications.

**VI. OTHER**

1. The successful Company shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies strikes, fires, floods, acts of God or any other acts not within the control of the successful Company and which by the exercise of reasonable diligence the Company is unable to prevent.
2. Unless otherwise provided for in the specific instructions or specifications, it is mutually understood and agreed that the successful Company shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein without prior written approval of the District.
3. Periods of time, stated as number of days, shall be in calendar days.

**I. INTRODUCTION**

The purpose of this RFP is to select a Company or Companies to provide comprehensive legal services for District programs on an as-needed, if needed basis in support of the District. To this end, the District will entertain proposals from law firms for firm fixed-price agreements with attorneys who from time to time may be called upon to provide comprehensive legal services at an amount and according to the terms fixed by their agreement. Pricing shall remain firm as submitted for the initial term and as mutually agreed thereafter.

The District makes no guarantees as to the amount of services required. The District reserves the right to review the qualifications of, and to approve in advance, any attorney within a given firm that is assigned to provide comprehensive legal services to the District. The issuance of subsequent contracts shall be at the sole discretion of the District.

**II. SCOPE OF SERVICES**

The services requested may include, but are not necessarily limited to, the items identified below.

* 1. Advice, direction and representation regarding operation of the Rockwood R-VI School District.
	2. Investigation, legal research and writing, preparation of pleadings, legal memoranda and brief appearances before administrative boards, trial and appellate courts.
	3. Legal advice and representation of the District in litigation on an as-required basis on any or all matters, including, but not limited to:
		+ Student/Parent Actions
		+ Adult Basic Education
		+ Special Education Law
		+ Education for Homeless Children
		+ Title I, II, III, VI,
		+ Title VII, Title IX
		+ FMLA
		+ HIPPA
		+ ADA
		+ OCR
		+ FERPA
		+ Section 504
		+ Board of Education Policies and Procedures
		+ R.O.T.C.
		+ National School Breakfast and Lunch Programs
		+ Sunshine Law Requests
		+ Vendor Contracts and Dispute Resolutions
		+ Intergovernmental Agreements
		+ Real Estate Acquisitions/Disposals, Easements, Leases and other contracts involving interest in real property matters
		+ Public Purchase and Lease Contracts
		+ Personnel and Employee Relations
		+ Labor Relations
		+ Employee Contracts
		+ Review and Interpretation of Statutes, Rules etc.
		+ Board of Education Liability
		+ Public Elected Officials Liability
		+ Construction Litigation
		+ Construction and Maintenance Liability
		+ General Tort Liability
		+ Worker’s Compensation
		+ Insurance Contracts
		+ Bond Issuers Counsel
		+ Employee Benefit Trust
		+ General District matters as required
	4. Other required services including all clerical assistance, printing and duplicating as required. District personnel will be made available, when appropriate, to provide necessary assistance such as research of historical records, or other information needed to perform comprehensive legal services for the District.
	5. Regular accounting and billing for services and expenses shall be required.
	6. The successful Company shall agree not to engage in private litigation against the District without first obtaining written permission to do so from the Board of Education during the effective period of the agreement to provide comprehensive legal services.

**III. GENERAL INFORMATION**

1. Any agreement to provide comprehensive legal services must conform to and be governed by the laws of the State of Missouri.
2. The Rockwood R-VI School District will pay for professional services on the basis of an hourly rate. All other expenses incurred in representation of the District by the Company will be reimbursed on a cost formula basis or paid direct (e.g., deposition or expert witness fees.)

**IV. SPECIAL TERMS & CONDITIONS**

* + - 1. All counsel providing legal representation for the District shall be properly licensed to practice in the State of Missouri and in good standing with the Missouri Bar Association.
			2. The District reserves the right of approval regarding the assignment of the firm's personnel to represent the District. At the written request of the District, the firm will immediately replace any personnel assigned.
			3. The services of any firm may be terminated upon thirty (30) days written notice given by the District. In the event of such action, the firm will comply immediately and provide the necessary best effort to transfer records and historical data to the District and/or succeeding counsel. The District reserves the right to utilize outside counsel not covered under the contract when deemed to be in the best interest of the District.
			4. The successful Company shall be required to provide proof of and maintain:

Worker's Compensation and Employer's Liability Insurance as required by law.

Comprehensive General Liability Insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate coverage with a deductible of not more than $5,000 and naming the Rockwood R-VI School District as an additional insured party

Professional Liability Insurance including errors and omissions with a limit of not less $1,000,000.

The Company shall provide required Certificate(s) of Insurance within ten (10) days of contract award notification and maintain such insurance during the entire term of the contract.

**V. PROPOSAL REQUIREMENTS**

The Company shall submit the following items as part of its response to the RFP:

* 1. A signed letter of interest, stating the Company’s interest in and qualifications for providing these services; a brief history of the Company; the names and résumés of principals of the Company; and key individuals who will be assigned to work with the District; details of any technical training, or specialized education; professional organizations in which the Company is active; publications or other media to which the Company has contributed; and any other accomplishments pertinent to the District’s needs.
	2. A summary of the Company’s experience on similar types and sizes of engagements. This summary must include the Company’s experience in each of the areas of concern listed in the Scope of Services section above.
	3. A statement indicating that the Company has a clear understanding of the services to be provided. Companies should rank their Company’s expertise, using a scale of 1-10 (with 10 being highest) for those subject matters or areas (as related to the scope of work) in which they are qualified and willing to accept assignments. Companies shall list any subject matter or area (as related to the scope of work) in which the Company is not offering to represent the District.
	4. A listing of the resources of the Company (i.e., number of partners, associates, paralegals, clerical staff, etc.)
	5. A summary of professional or staff training educational programs of the Company.
	6. Client references (minimum of five which encompass the areas for which the Company is proposing to provide services) – especially other local school districts and governmental agencies. The list must include the organization name, address, telephone number, and individual to contact.
	7. A listing of professional memberships, certifications, licenses (especially as related to education and employee relations) for key individuals assigned to the District.
	8. A schedule of fees for services to be provided shall include hourly rates for the Company’s partners, associates, and paralegals. Firm pricing should be submitted for years 1 through 5 of the proposed contract period. However, note that price change requests for subsequent years after initial term will be subject to negotiation at the time of renewal, require approval by the District, and may result in non-renewal of the contract.
	9. A listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the fees shown on the proposal are to be included, plus a formula or explanation on how these additional costs will be determined and billed to the District.
	10. The district currently follows its own policies and regulations in lieu of standard MSBA and MUSIC policies. Describe your process for assisting with questions, revisions and recommendations related to the district’s policy. A full list of Rockwood School District’s policies and regulations can be viewed on our [website](http://www.rsdmo.org).
	11. An indication that the firm shall provide the required Certificate(s) of Insurance within ten (10) days of contract award notification.
	12. Provide documentation and a sworn affidavit that all employees of the firm are not

considered unauthorized aliens as defined by Federal law and are enrolled in and actively

participate in a federal work authorization program (FWAP) used to verify citizenship information of newly hired employees under the Immigration Reform and Control Act of 1986. Firm must also sign and provide to the District an affidavit indicating they do not knowingly employ any unauthorized aliens under this agreement.

**VI. EVALUATION CRITERIA**

District representatives and any outside experts the District considers necessary shall evaluate the proposals. The District reserves the right to arrange for discussions to assist in making the selection of the successful Company/Companies.

Evaluation of the proposals will be based upon the following criteria (listed in the relative order of importance). Specific weighting may be used, but will not be required.

* 1. Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP;
	2. Previous experience of the Company in general as well as that of the individual(s) assigned to work with the District;
	3. Ability to respond in a timely manner to the District’s request for assistance and advice;
	4. Qualifications of the firm, financial and otherwise, to provide the District with the services for the required period of time; to provide appropriate staffing; to provide necessary resources; and a history of demonstrated competence;
	5. District’s assessment of the Company’s abilities to meet and satisfy the needs of the District, taking into consideration additional services or expertise offered that exceed the requirements, or the Company’s inability to meet some of the requirements of the specifications;
	6. Relevancy to the District and appropriateness of the Company’s affiliations, professional memberships, professional and staff training programs, publications and other contributions;
	7. Information obtained by the District from the Company’s references or other clients;
	8. Fees for services to be provided. The ability to submit firm cost figures for more than the first year shall have a positive impact on the evaluation of the proposal.
	9. Best interest of the District.

Awards will be made to the Company providing the most advantageous Proposal to the District, taking into consideration the factors outlined in this RFP. Awards may be made to more than one (1) Company based on its area(s) of expertise. Therefore, a multiple award may be made by the Board of Education in order to obtain the services deemed necessary. Only the District is in a position to determine its own best interests, and its decision shall be final.

Designate one primary individual as the Company’s representative to the District during the term of the Agreement. The representative will be contacted to solve any and all problems that may arise concerning the Proposal during the evaluation period. The undersigned Company hereby agrees to be bound by the terms of the RFP and that the enclosed Proposal is submitted in accordance therewith. Once completed and returned, this Proposal becomes the primary basis for evaluation and selection of the Company to provide the services required by the District for the specified period. By signing this Company Identification Form, the Company certifies that there are no “PARTIES OF INTEREST” or “CONFLICTS OF INTEREST”, as defined by state and/or federal regulations, existing between the Company and the District or any of its employees, agents or Board of Education members.

Legal name (Prime contractor) Representative's Name Title

Address City/State/Zip Telephone # Fax #

EMAIL Address

Years in Operation Years under current structure and/or under previous structure

1. Name of Company’s Officers:

|  |  |  |
| --- | --- | --- |
| NAME |  | TITLE |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. The undersigned hereby acknowledges the receipt of the following addenda:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Addendum Number |  | Date Issued |  | DateAcknowledged |  | Signature |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

1. The undersigned hereby acknowledges that the Company has read and agrees to the terms and conditions set forth in the RFP, and that the terms and conditions set forth in the Proposal will remain open for at least 90 days from the deadline for submission of Proposals

|  |  |
| --- | --- |
|  |  |
|  | **Company Officer’s Name** |
|  |  |
|  | **Signature Date** |

Each Company must submit a minimum of five (5) references. Each reference must be presently using services similar to those requested in this RFP. No reference may be an affiliate of the Company or the Company’s officers, directors, shareholders or partners.

**List as primary references any current contracts for legal services with public school districts; include contacts and telephone numbers for each reference. Use additional pages for additional contracts.**

|  |  |  |
| --- | --- | --- |
| 1) | Company Name: |  |
|  |  Business Address: |  |
|  |  Name and Title of Contact: |  |
|  |  Phone Number of Contact: |  |
|  |  Contract Length: |  |  Contract Value: |  |

|  |  |  |
| --- | --- | --- |
| 2) | Company Name: |  |
|  |  Business Address: |  |
|  |  Name and Title of Contact: |  |
|  |  Phone Number of Contact: |  |
|  |  Contract Length: |  |  Contract Value: |  |

|  |  |  |
| --- | --- | --- |
| 3) | Company Name: |  |
|  |  Business Address: |  |
|  |  Name and Title of Contact: |  |
|  |  Phone Number of Contact: |  |
|  |  Contract Length: |  |  Contract Value: |  |

|  |  |  |
| --- | --- | --- |
| 4) | Company Name: |  |
|  |  Business Address: |  |
|  |  Name and Title of Contact: |  |
|  |  Phone Number of Contact: |  |
|  |  Contract Length: |  |  Contract Value: |  |

|  |  |  |
| --- | --- | --- |
| 5) | Company Name: |  |
|  |  Business Address: |  |
|  |  Name and Title of Contact: |  |
|  |  Phone Number of Contact: |  |
|  |  Contract Length: |  |  Contract Value: |  |

References and Experience (continued)

All Contracts terminated for default within the last five (5) years should be noted below. Termination for default is defined as notice to stop performance due to Company’s nonperformance or poor performance. Submit full details of all terminations for default experienced. The District will evaluate the facts and may at its sole discretion reject the Company’s Proposal if the facts discovered indicate that the completion of a Contract resulting from this RFP may be jeopardized by selection of the Company. If the Company has experienced no such terminations for default in the past five (5) years, so indicate.

**Terminated contracts within the last five (5) years.**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **#1** | **#2** | **#3** |
| Company Name |  |  |  |
| Business Address |  |  |  |
| Name of Contact |  |  |  |
| Title of Contact |  |  |  |
| Telephone Number of Contact |  |  |  |
| Contract Length |  |  |  |
| Contract Value |  |  |  |

**Part A – Proposed Price**

The schedule of professional fees and expenses must be completed. The nature and cost of special services not outlined in the table below must be described and disclosed as separate components of the total price.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Proposed Price for Engagement** | **Hourly Rate****(Year 1)** | **Hourly Rate****(Year 2)** | **Hourly Rate****(Year 3)** | **Hourly Rate****(Year 4)** | **Hourly Rate****(Year 5)** |
| Partner | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** |
| Associate | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** |
| Paralegal | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** |
| Typing, Clerical and Reproduction | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** |
| Research | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** |
| Other (Specify) | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** |
| **Total** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** | **$\_\_\_\_\_\_\_\_** |