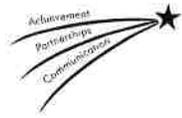


Pleasanton Unified School District



January 29, 2019

PROPOSAL: Request for Proposal No. 2018-19.09

SUBMISSION: March 1, 2019

TIME: 2 PM

NOTICE IS HEREBY GIVEN that the Pleasanton Unified School District (District) of Alameda County, State of California, will receive up to and not later than 2 PM local time on March 1, 2019 sealed Proposals for the following scope of work:

Professional Legal Services

Such Proposals shall be received at the Pleasanton Unified School District, Purchasing Office, 4750 First Street, Pleasanton, CA 94566. Envelopes containing Proposals shall be sealed and clearly marked "RFP 2018-19.09" Professional Legal Services.

Each Proposal must conform and be fully responsive to this invitation and all other documents comprising the pertinent contract documents, submitted on the printed forms provided by the Pleasanton Unified School District, and sealed in an envelope.

No oral, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after the scheduled submittal deadline will be returned unopened. Proposals must bear original signatures and figures.

The RFP is available on the District website at <http://go.pleasantonusd.net/bids>.

Award of a contract or contracts will be made to the firm(s) offering the most advantageous proposal in the applicable area(s) of specialization. The District is not obligated to make an award and is not obligated to accept the lowest priced proposal, but will make any award in the best interest of the District after all factors have been evaluated.

The District reserves the right to accept or reject any or all proposals, alternate proposals, or unit price, in whole or in part, or waive any formalities, technical defect, clerical error, or irregularity in any proposal received, and to be the sole judge of the suitability of the services offered. All Proposals shall be valid for one hundred twenty days (120) days after the Proposal opening date.

**SCHEDULE OF EVENTS FOR
RFP 2018-19.09
PROFESSIONAL LEGAL SERVICES
FOR THE PLEASANTON UNIFIED SCHOOL DISTRICT**

Release of Request for Proposal (RFP)	January 29, 2019
Deadline for Questions and Inquiries	February 25, 2019 4 PM
Deadline for Submission of Sealed Proposals	March 1, 2019 2 PM
Proposal Opening & Review of Interview Criteria	March 1, 2019 – March 8, 2019
Interview of Finalists (please reserve this date on your calendars)	May 29, 2019
Panel Recommendation to Board of Education	June 11, 2019
Contract Start Date	July 1, 2019

Note: All dates subsequent to receipt of proposals are estimated and subject to change without notice.

RFP 2018-19.09
PROFESSIONAL LEGAL SERVICES
FOR THE
PLEASANTON UNIFIED SCHOOL DISTRICT

INTRODUCTION

The Pleasanton Unified School District (PUSD) is inviting interested legal firms to demonstrate their ability to provide professional legal support for PUSD 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. PUSD will be selecting multiple 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.

BACKGROUND

The Pleasanton Unified School District (PUSD) is a suburban school district serving approximately 14,800 students from preschool through grade twelve. PUSD has nine elementary schools, three middle schools, two comprehensive high schools, an alternative education program, an adult education program, a special education pre-school, a STEAM pre-school, and a before- and after-school child care program. The student population is 46% White, 10% Hispanic, 39% Asian, 2% Black and 4% other (rounded to nearest percent). Like many California school districts, it faces significant challenges in providing equitable, high quality education for a population of students who are starting to vary widely in linguistic, cultural and socioeconomic background. Direct instructional programs are provided to meet the diverse needs of underserved students.

The District also provides schools with a wide range of support services in instruction, business, personnel, and technology which enhance the districts' ability to provide a quality education for students.

GENERAL TERMS AND CONDITIONS

ALTERATION OR VARIATION OF TERMS

It is mutually understood and agreed that no alteration or variation of the terms of this proposal shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

ASSIGNABILITY

The successful Proposer shall not assign or subcontract the work, or any part thereof, without the previous written consent of the District, nor shall the successful Proposer assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the District has been obtained. No right under this contract, nor claim for any money due or to become due hereunder, shall be asserted against the District, or persons acting for the District, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the District.

COMPLIANCE WITH STATUTE

The Proposer 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.

CONTRACT TERM

The initial term of this contract shall be for 1 year (July 1, 2019 through June 30, 2020) and is renewable for up to four (4) additional years by mutual agreement.

STAFFING BY SELECTED PROPOSER

The selected Proposer shall assign qualified professional staff with appropriate licenses, credentials, permits, knowledge, skills, and disciplines to complete the work covered under this RFP. The District will evaluate the qualifications and availability of key persons to be assigned to serve the District.

DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of the District and will be returned only at the District's option and at the Proposer's expense. With the exception of confidential financial data, the original response shall be retained for official files and will become a public record after the date and time for final quote submission as specified.

ERASURES

The proposal submitted must not contain any erasures, interlineations, or other corrections.

ERRORS AND OMISSIONS

If a Proposer discovers any ambiguity, conflict, discrepancy, omissions, or other error in the RFP, the Proposer shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for quoting purposes, without divulging the source of the request for same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefore.

If a Proposer fails to notify the District, prior to the date fixed for submission of quotes, of an known error in the RFP, or an error that reasonably should have been known, the Proposer shall quote at his own risk; and if awarded the contract, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

The Proposer should carefully examine the entire RFP and any addenda thereto and all related materials and data referenced in the RFP or otherwise available and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

FINANCIAL STABILITY

Proposer certifies that it is a financially stable, going concern. Proposer agrees that if awarded a contract, it will provide immediate written notice to District in the event a petition in bankruptcy is filed by or against Proposer, or if Proposer is adjudged insolvent by any court, or if a trustee or receiver or liquidator of any property of Proposer is appointed in any suit or proceeding, or if Proposer makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any cause whatsoever, or if anything similar happens to Proposer in any jurisdiction.

FINGERPRINTING REQUIREMENTS

The District anticipates that the Proposer will not have contact with any students of the District. However, if the Proposer determines that a visit to a school campus is necessary, the Proposer shall arrange with the District to be accompanied by a District employee at all times or comply with Education Code 45125.1.

INDEPENDENT CONTRACTOR

While performing services for PUSD, the selected Proposer shall be an independent contractor and not an officer, agent, or employee of the District.

INSURANCE REQUIREMENTS

If selected, Proposer shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

MODIFICATIONS

Changes in or additions to the Proposal Form, alternative proposals, or any other modifications of the Proposal Form which is not specifically called for in the Request for Proposals may result in the rejection of the proposal as not being responsive to the Request for Proposals. No oral or telephonic modification of any proposal submitted will be considered.

NON-COLLUSION STATEMENT

Proposers are required to submit the attached Non-Collusion Statement with their Proposals.

PREPARATION OF PROPOSAL

PUSD is requesting ONE (1) Original, EIGHT (8) copies and ONE electronic copy (provided on CD/DVD or USB Drive) of the proposal submitted. All proposals submitted must be in sealed envelopes/boxes bearing on the outside the name of the Proposer, the address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the Proposer to see that the proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Proposer unopened.

PLEASANTON UNIFIED SCHOOL DISTRICT RIGHTS AND OPTIONS

The Pleasanton Unified School District reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals at any time, and to reject any and all proposals without indicating any reason for rejection; or to negotiate with any, all, or none of the respondents to the RFP. This RFP does not obligate Pleasanton Unified School District to negotiate a contract; however, a successful Proposer(s) will be required to enter into an agreement with the District prior to any work being performed. Proposals will not be returned. No compensation shall be paid for any work related to preparation of any proposals.

PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this proposal are considered valid for one hundred twenty (120) days, from date of proposal opening, unless the offering party in writing allows for a longer period of time.

PROPOSER AGREEMENT

In compliance with this request for proposals, the selected Proposer will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein.

QUALIFICATIONS

All companies may be required to furnish evidence of their professional ability, experience, and financial responsibility. No proposal will be accepted from, or a contract awarded to, any party or firm in arrears to Pleasanton Unified School District.

QUESTIONS REGARDING THE RFP

Questions regarding this RFP should be set forth in writing and sent via e-mail to erebosura@pleasantonusd.net no later than 4 PM on Friday, February 25, 2019. No other person is authorized to receive questions relating to this RFP, and the District shall have no obligation to respond to questions sent to any other person or entity. In its discretion, the District may disregard the response of any firm that, in connection with this RFP, contacts any other District representative including, without limitation, any member of the District Board, Assistant Superintendents, Directors, Assistant Directors, Administrators, Consultants, Managers or any other District personnel.

SIGNING OF IDENTIFICATION SHEET

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The Proposer's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

STAFF ASSISTANCE

The District will provide required information and explanations which are pertinent to the work of the selected Proposer.

SELECTION PROCESS

Written responses may be evaluated and screened down to between one and five in each or all areas of expertise. Finalists will meet with PUSD for interviews and negotiate final terms, conditions, and pricing of agreement. It is anticipated that final interviews will be conducted on Friday, May 17, 2019. Please keep this date open on your schedules.

SERVICES

This document is intended to establish a high quality, cost-effective and ethical provision of legal services for the District. Legal advice will typically be solicited by written or

telephone request and may require written responses. Meetings will be held as necessary with appropriate staff to update PUSD on pending matters.

SUBMISSION FORMAT & REQUIREMENTS

Proposals shall be submitted to Ellen Rebosura, Purchasing Coordinator, 4750 First Street, Pleasanton CA 94566 on or before 2 PM on Friday, March 1, 2019. In advance of proposal submissions, questions may be submitted to Ellen Rebosura via email (erebosura@pleasantonusd.net) no later than Friday, February 25, 2019, at 4 PM. The District will post the answers to questions and any addenda to this RFP on our website at <https://go.pleasantonusd.net/bids> .

Firms are responsible for checking this page for additional information prior to submitting Proposals.

The submission requirements for this RFP are detailed below. Review this RFP carefully before responding to ensure that you fully understand all procedural and contractual requirements

Responses to the Request for Proposals shall include **ONE (1) Original, EIGHT (8) copies and ONE electronic copy provided on a CD/DVD or USB Drive.**

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of proposals.

PROPOSAL GUIDELINES/FORMAT

SECTION I 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.

Provide narratives to supplement your areas of expertise in Section II. Specifically, develop the "Other Services" section by detailing your responses.

1. LABOR RELATIONS SERVICES AND PERSONNEL LAW

- Expert application of the California Education Code
- Employment practices including hiring and evaluation issues, coordination of leaves 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 PUSD collective bargaining proposals
- Negotiations with bargaining units

- Representation at bargaining sessions
- Drafting of counterproposals and contract language
- Advice and representation regarding unfair practices charges and grievances
- Dispute arbitration and resolution
- Other labor relations services 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, CIPA and AB-1584
- Consultation prior to and during the hearing of student expulsion appeals by the PUSD Board of Trustees
- 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 PUSD 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 PUSD 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 of 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 Records Act and/or the Freedom of Information Act
- Charter school issues, including review of charter school petitions, facilities requests, renewals and appeals

6. PROFESSIONAL LIABILITY

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

7. MISCELLANEOUS SERVICES

- Review of proposals and proposals for legal sufficiency and responsiveness
- Review of legal documents and process 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 II

FIRM BACKGROUND AND INFORMATION

1. Provide Firm's background and experience in providing work of a similar nature, including the number of clients in California, number and name of clients in Alameda County, number of years in educational services, number of attorneys in firm, number of attorneys in firm in Alameda County, organizational chart and matrix, and all other factors that indicate the firm's commitment to perform efficiently and effectively. Please limit this section to four pages.
2. For all of the areas checked in Section 1 above, provide narratives to supplement your areas of expertise. Specifically, develop the "Other Services" section by detailing your responses. Please limit this section to eight pages.
3. 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 III

REFERENCES

Provide a minimum of three references for a scope of work of similar nature. References should be public school districts in the Alameda County/Bay Area of similar size. Include complete contact information.

**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 PUSD. Billing methods should be clearly identified with the plan for distributing statements to either departments or individuals as directed by PUSD. 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. Please 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 #5 below (including if hourly rates are different for travel time). You may propose two options for hourly rates, one inclusive of all costs.

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

4. State the location of your primary offices and any offices located in Alameda County, the approximate distances (in miles) from your offices to PUSD and approximate time needed for commute.

5. 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.

Supportive Service	Cost
Word Processing	
Copying Costs	
Express Postage	
Fax Transmittals	
Voice Mail	
Other services (Please specify: _____)	
Other services (Please specify: _____)	
Other services (Please specify: _____)	

6. In addition to the price schedule listed above, the Proposer shall stipulate the discount on a percentage basis it will give PUSD 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.

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

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

Credit Period	Percent Discount
15 to 20 days	
21 to 30 days	
30 and above	

8. 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.

	Response and/or Turnaround
Return calls or voice mails	
Return emails	
Routine and repetitive requests	

9. PUSD believes in professional development of its personnel. What type of training do you propose for PUSD staff? How often can you provide training? What are the associated costs? List the experience you have in providing training.

10. Briefly state a plan to take over an incumbent's duties if you are awarded the contract. If you are the incumbent, describe any steps needed to transition to a new contract.

11. Describe your plan to keep the District informed on latest developments, news, information, legislation, rules, regulations, etc. that will affect the District's well-being.

SECTION V FORMS TO BE COMPLETED AND RETURNED

PROPOSAL FORM

My firm's response to the Request for Proposals is attached and identified as my official response to RFP 2015-16.12 Professional Legal Services.

Undersigned agrees to furnish the services stipulated in the attached proposal and signifies acceptance of the terms, conditions and specifications contained in Pleasanton Unified School District RFP 2015-16.12.

The governing board of Pleasanton Unified School District reserves the right to reject any and all proposals and/or waive any irregularities or informalities in the bidding process.

Company Name: _____

Address: _____

Signature: _____ Date: _____

Print Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH PROPOSAL**

The undersigned declares:

I am the _____ (title) of _____ (company name), the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from bidding. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Name (printed)

**RECEIPT OF REQUEST FOR PROPOSAL (RFP) AND ADDENDA
(TO BE EXECUTED AND RETURNED)**

Upon return of the completed RFP for Legal Services, the proposer shall acknowledge receipt of the RFP, all supporting documents, and all addenda. It is the proposer's responsibility to check the District website at <http://go.pleasantonusd.net/bids> for addenda. Failure to acknowledge all issued documentation may be grounds for deeming the proposer non-responsive.

Please list each document received and initial where indicated.

Document Name	Initial
1 RFP dated January 29, 2019	
2 Addendum 1 (if applicable)	
3 Addendum 2 (if applicable)	
4 Addendum 3 (if applicable)	
5 Addendum 4 (if applicable)	
6 Addendum 5 (if applicable)	
7 Addendum 6 (if applicable)	
8 Addendum 7 (if applicable)	

I, the undersigned, on behalf of the (proposer) certify that I have received all documents listed above.

Signature

Date

Title