San Bernardino County Superintendent of Schools

760 East Brier Drive
San Bernardino, CA 92408

RFP NO. 25.26.1304
GENERAL COUNSEL

PROPOSAL DEADLINE:

THURSDAY, JUNE 18, 2026, AT 2:00 P.M.

PLEASE SUBMIT PROPOSALS TO:
San Bernardino County Superintendent of Schools
ATTN: Front Desk Receptionist
760 E. Brier Drive
San Bernardino, CA 92408

Unsealed, Faxed, or Emailed Submissions Will Not Be Accepted.

REQUEST FOR PROPOSALS (RFP)

RFP NO. 25.26.1304
GENERAL COUNSEL

RFP DEADLINE: June 18, 2026, 2:00 P.M.

SUBMITTAL LOCATION: San Bernardino County Superintendent of Schools
ATTN: Front Desk Receptionist
760 East Brier Drive
San Bernardino, CA 92408

The San Bernardino County Superintendent of Schools (SUPERINTENDENT) and the San Bernardino County Board of Education (BOARD) are seeking a qualified law FIRM(S) to provide General Counsel legal services in the areas of Governance and Board support which includes attending board meetings and advising the BOARD, open meetings law advice, comprehensive education law, student services and student rights, data privacy guidance, charter school guidance, labor and employment knowledge, risk management and litigation, procurement laws, and other county office related services as outlined in this RFP. Proposals will be evaluated in accordance with the criteria outlined in the RFP documents. Interviews may be conducted with selected FIRM(S) following the evaluation process.

All proposals must be directed to Brier Receptionist, 760 East Brier Drive, San Bernardino, CA 92408, and be clearly marked on the outside of the envelope in the lower left-hand corner **"RFP ENCLOSED: RFP NO. 25.26.1304 - GENERAL COUNSEL"**.

All RFP documents and addenda may be obtained from: https://www.sbcss.net/business/business-support-services/procurement-and-warehouse-services/bids-upcoming

It is the sole responsibility of the FIRM(S) to deliver their proposal to the Brier Receptionist where it will be dated, and time stamped. RFPs shall remain open, valid, and subject to acceptance anytime within ninety (90) days after the RFP opening date and time.

All questions regarding this RFP shall be submitted in writing via email to: Maria Aldaco, Procurement Specialist at Bids@sbcss.net. All questions must be submitted no later than 2:00 pm on June 1, 2026.

UNSEALED, FAXED, OR EMAILED SUBMISSIONS WILL NOT BE ACCEPTED.

Sincerely,

Maria Aldaco
Maria Aldaco, Procurement Specialist
Procurement Services

CALENDAR OF EVENTS

RFP NO. 25.26.1304
GENERAL COUNSEL

Event	Details	Date	Time (PST)
1st Publication	The Sun Newspaper & SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools	May 20, 2026	
2nd Publication	The Sun Newspaper & SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools	May 27, 2026	
Last day to submit RFI/ Questions for Clarification or Explanations	E-mail to: Bids@sbcss.net	June 1, 2026	**2:00 pm**
Response to RFI/Questions for Clarification	Addenda posted to SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools	June 5, 2026	
PROPOSAL DEADLINE	San Bernardino County Superintendent of Schools Attn: Front Desk Receptionist 760 East Brier Drive San Bernardino, CA 92408	**JUNE 18, 2026**	**NO LATER THAN 2:00 pm**
Evaluations		June 22 – July 1, 2026	
Interview Invitation Email	In-person interview invitations may be issued via email by the SUPERINTENDENT's designee to the top-ranked FIRMS following proposal evaluations.	July 2, 2026	
Interviews Schedule	Interviews with invited FIRMS will be scheduled and coordinated by SUPERINTENDENT designee.	July 7 - 15, 2026	
Letter of Intent		July 16, 2026 *(tentative)*	
Award Letter		July 22, 2026 *(tentative)*	

RFP NO. 25.26.1304
GENERAL COUNSEL

1.0 SCOPE OF WORK

The San Bernardino County Superintendent of Schools (SUPERINTENDENT) and the San Bernardino County Board of Education (BOARD) are seeking a qualified law FIRM(S) to provide General Counsel legal services in the areas of Governance and Board support which includes attending board meetings and advising the BOARD, open meetings law advice, comprehensive education law, student services and student rights, data privacy guidance, charter school guidance, labor and employment knowledge, risk management and litigation, procurement laws, and other county office related services as outlined in this RFP. Proposals will be evaluated in accordance with the criteria outlined in the RFP documents. Interviews may be conducted with selected FIRM(S) following the evaluation process.

Additional information can be found in the section entitled **Proposal Content**.

2.0 INSTRUCTIONS TO RESPONDENTS

2.1 General Information

Respondents shall conform to instructions provided in the RFP document.

2.1.1 Delivery Address

San Bernardino County Superintendent of Schools
ATTN: Front Desk Receptionist
760 E. Brier Drive
San Bernardino, CA 92408

All RFPs must be in a sealed envelope bearing the name and address of the **Firm(s)** and must clearly state on the outside of the envelope in the lower left-hand corner "RFP ENCLOSED: RFP No. 25.26.1304 – GENERAL COUNSEL".

2.1.2 Deadline

Respondents must submit all required documents prior to the deadline.

2.1.3 Evaluation Criteria

SUPERINTENDENT and **BOARD** will screen all submissions for responsiveness. **FIRM(S)** will be evaluated based on their responses to all questions and requirements in this RFP. An Evaluation Panel shall be the sole judge in the ranking process and reserve the right to reject any or all proposals if it is in the best interest of the Evaluation Panel to do so. False, incomplete, or unresponsive statements in connection with this proposal may be sufficient cause for its rejection. Interviews may be conducted with selected **FIRM(S)** following the evaluation process.

2.1.4 In-Person Interviews

At the request of the **SUPERINTENDENT** and **BOARD**, top-ranked **FIRMS** identified through the proposal evaluation process may be invited to participate in in-person interviews with the **SUPERINTENDENT'S** evaluation team on the dates specified in the RFP Calendar of Events. These interviews will provide **FIRMS** with an opportunity to clarify their proposals and respond to questions regarding their qualifications, experience, and proposed legal services. Interview invitations, including the date, time, and additional details, will be issued via email by the **SUPERINTENDENT'S** designee on July 2, 2026. The interview will be a maximum of one (1) hour in length. The interview panel will be representatives of the **SUPERINTENDENT** and the **BOARD**.

2.1.5 RFP Preparation Instructions

RFPS must be typed or legibly written in ink (signatures in blue ink). Erasures and "whiteouts" are not permitted. Mistakes may be crossed out. Corrections shall be typed or legibly written adjacent to the mistake and initialed in Blue ink by the person signing the RFP. RFPs must be

verified before submission as they cannot be withdrawn or corrected after being opened. The **SUPERINTENDENT** and **BOARD** will not be responsible for errors or omissions on the part of Respondents in making up their RFPs. RFPs must be signed by a responsible officer or employee.

2.1.6 Examination of RFP Documents

Respondent should examine and be familiar with all enclosed information. The failure or omission of any Respondent to receive or examine any of the documents relating to this RFP shall in no way relieve any Respondent from any obligations with respect to his RFP or to the contract. The submission of an RFP shall be taken as prima fascia evidence of compliance with this section.

2.1.7 Withdrawal of RFPs

Any Respondent may withdraw his RFP in person or by written request at any time prior to the scheduled opening date and time. Thereafter, all RFPs received shall become the property of the **SUPERINTENDENT** and **BOARD**.

2.1.8 RFP Preparation Cost

Costs for preparing RFP response and any other related material are the responsibility of the Respondent and shall not be chargeable in any manner to the **SUPERINTENDENT** or **BOARD**.

2.2 Questions Regarding RFP

RFIs/Questions should be in writing and emailed to Maria Aldaco, Procurement Specialist at Bids@sbcss.net. RFIs/Questions may be submitted until 2:00 p.m. on June 1, 2026.

2.3 RFP Content

2.3.1 Proposal content:

FIRM(S) are asked to submit one (1) original copy, one (1) electronic version on a thumb drive. The original copy of the proposal shall be submitted in a binder with index tabs separating the sections identified in a Table of Contents. Pages must be numbered at the bottom of each page. Proposal is to be no more than 20 pages total, excluding the Table of Contents and appendices. Any proposal attachments, documents, letters, and materials submitted by the **FIRM(S)** shall be binding and included as a part of the final contract should your proposal be selected.

All proposal signatures must be original wet handwritten signatures executed in blue ink on the original document. *Digital signatures, electronic signatures, photocopies, scanned copies, stamped signatures, or reproduced signatures of any kind will not be accepted. Failure to comply with this requirement may result in the proposal being deemed non-responsive.*

a. Hourly Rates
b. Supportive Services
c. Signature Page
d. Non-Collusion Declaration
e. Workers' Compensation Certification
f. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary
g. Drug-Free Workplace Certification
h. Alcohol and Tobacco-Free Workplace Certification

2.3.2 Supportive Material:

Additional Material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be clearly identified.

2.4 Acceptance or Rejection of RFPs

RFPs shall remain open, valid, and subject to acceptance anytime within ninety (90) days after the RFP opening date and time unless a longer period of time is mutually agreed upon by the parties. The **SUPERINTENDENT** or **BOARD** may reject any or all RFPs, any part of an RFP, or may waive any informality in an RFP.

3.0 INTERPRETATION OF DOCUMENTS

Any interpretation or correction of the RFP documents will be made only by addendum duly issued and a copy of such addendum will be posted on the website after the deadline for questions. No person is authorized to make any oral interpretation of any provision in the RFP documents to any Respondent and no Respondent is authorized to rely on any such unauthorized oral interpretation.

Changes in, or additions to, the RFP form, recapitulations of work RFP upon, alternative proposals, or any other modification of the RFP form that is not specifically called for in the RFP documents may result in the **SUPERINTENDENT**'S or **BOARD**'s rejection of the RFP as not being responsive. No oral or telephonic modification of any RFP submission will be considered.

4.0 AWARD OF CONTRACT

SUPERINTENDENT reserves the right to reject any or all responses and to waive any irregularities or informalities in the responses or the RFP process. Any award made by the **SUPERINTENDENT** will be to the **FIRM** that best satisfies the evaluation criteria and is determined to be in the best overall interest of the **SUPERINTENDENT**.

5.0 RESPONDENTS INTERESTED IN MORE THAN ONE RFP

No person, firm, or corporation shall be allowed to make, file, or be interested in more than one RFP for the same project unless alternate RFPs are specifically called for. A person, firm, or corporation that submits a sub-proposal to a Respondent or that has quoted prices for materials to a Respondent is not thereby disqualified from submitting a sub-proposal or quoting prices to other Respondents or making a prime proposal.

6.0 AGREEMENT TERM

The contract awarded shall be awarded on July 16, 2026, or as soon thereafter as practicable, and extend through June 30, 2027. The **SUPERINTENDENT** may, at its option, renegotiate the contract for up to, but not exceeding four (4) additional one (1) year periods, which may not extend beyond June 30, 2031.

7.0 PRICES

Prices are to remain firm for the initial term of the contract.

8.0 TAXES

If under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the **SUPERINTENDENT** upon request will execute a certificate of exemption which will certify that the **SUPERINTENDENT** is a political subdivision of the state for the purposes of such exemption and that the sale is for the exclusive use of the **SUPERINTENDENT**. No excise tax for such materials shall be included in any RFP price.

9.0 INVOICES AND PAYMENTS

Invoices shall be submitted under the same firm name as shown on the purchase order. The invoice format shall be approved by the **SUPERINTENDENT**'S authorized representative. Each invoice shall reflect "One Job" which includes materials, supplies, and services. Each invoice shall clearly indicate the location/site name where work was accomplished. The **SUPERINTENDENT** shall make payment for materials, supplies, or services furnished under the purchase order within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized representative.

10.0 HOLD HARMLESS

The **FIRM(S)** shall hold harmless and indemnify the **SUPERINTENDENT** and **BOARD**, its officers and employees from every claim or demand that may be made by reason of:

a. Any injury to a person or property sustained by the **FIRM(S)** or by any person, firm or corporation employed directly or indirectly by him upon or in connection with his performance under the purchase order however caused.
b. Any injury to person or property sustained by any person, firm or corporation caused by any act, neglect, default or omission of the **FIRM(S)** or of any person, firm or corporation, directly or indirectly employed by him upon or in connection with his performance under the purchase order.
c. Any liability that may arise from the furnishing or use of any copyrighted composition, secret process or patented or unpatented invention under the purchase order.

11.0 INDEPENDENT CONTRACTOR

While engaging in carrying out the terms and conditions of this RFP and any resulting contract, the **FIRM(S)** is an independent contractor and not an officer or agent of the **SUPERINTENDENT**.

12.0 ASSIGNMENT

FIRM(S) shall not assign this contract or any part thereof without prior written consent of the **SUPERINTENDENT** and **BOARD**. Any assignment of money to become due under this contract shall be subject to a prior lien for

services rendered or materials supplied for performance of work called for under said contract by all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Code of Civil Procedure and the Government Code.

13.0 TERMINATION

Without limiting any rights or remedies which **SUPERINTENDENT** and **BOARD** may have in the event of any default by **FIRM(S)**, **SUPERINTENDENT** shall have the right, upon ten (10) days prior written notice to **FIRM(S)**, to terminate this Agreement at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to **FIRM(S)** other than payment of charges for the value of work performed, and for necessary expenditures which can be established by **FIRM(S)** as having been reasonably incurred prior to the time that notice of termination is given. In no event shall the termination charges exceed the purchase price of the equipment. In the event of any termination, **SUPERINTENDENT** and **BOARD** shall be entitled to all materials, work in process, and completed work included as the value of work performed and necessary expenditures in determining the charges referred to above and paid by **SUPERINTENDENT**.

14.0 NOTICE AND SERVICE THEREOF

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless serviced in one of the following manners:

a. If notice is given to **SUPERINTENDENT** and **BOARD**, by personal delivery thereof to **SUPERINTENDENT** or by depositing same in United States mail, enclosed in a sealed envelope, addressed to **SUPERINTENDENT**, postage prepaid and registered.
b. If notice is given to **FIRM(S)**, by personal delivery thereto said **FIRM(S)**, or by depositing same in United States mail, enclosed in a sealed envelope, addressed to said **FIRM(S)** at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered.
c. If notice is given to surety or other persons, by personal delivery to such surety or other person/s or by depositing same in United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address or such surety or person last communicated by him to party giving notice, postage prepaid and registered.

15.0 SEVERABILITY

If any provision of the contract shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way affect the validity or enforceability of the remaining provisions of this contract, which shall remain valid and enforceable according to its term.

16.0 GOVERNING LAW

This contract shall be governed and interpreted in accordance with the laws of the state of California.

17.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

18.0 EFFECT OF WAIVER

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse of any other or subsequent breach.

19.0 COVENANT AGAINST GRATUITIES

The **FIRM(S)** warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the **FIRM(S)** or any agent or representative of the **FIRM(S)**, to any officer or employee of the **SUPERINTENDENT** with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the **SUPERINTENDENT** shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the **SUPERINTENDENT** in procuring on the open market any items which **FIRM(S)** agreed to supply shall be borne and paid for by the **FIRM(S)**. The rights and remedies of the **SUPERINTENDENT** provided

in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

20.0 PROTEST

FIRM(S) may protest the recommended award, provided the protest is in writing, contains the RFP number and is delivered to the address listed for submission of RFP documents, and is submitted within five (5) calendar days from the date on which the RFP was opened.

Grounds for a protest is that **SUPERINTENDENT** or **BOARD** failed to follow the selection procedures and adhere to requirements specified in the RFP documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq.; or violation of any State or Federal law. Protests will not be accepted on any other grounds. All protests will be handled by a panel comprised of **SUPERINTENDENT** staff.

SUPERINTENDENT will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting **FIRM(S)** within seven (7) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

21.0 CONFLICT OF INTEREST

SUPERINTENDENT hereby finds that the duties in this contract are limited in scope and thus do not necessitate compliance with disclosure requirements as stated in the Fair Political Practices Commission, Regulation Title 2, California Code of Regulations §18351.

22.0 STATEMENT OF ECONOMIC INTEREST (FORM 700)

The selected **FIRM** shall be designated in the **SUPERINTENDENT's** Conflict of Interest Code and, as such, will be required to file a Statement of Economic Interests (Form 700) in accordance with the Political Reform Act (Government Code §81000 et seq.) and applicable regulations of the Fair Political Practices Commission.

Designated individuals within the **FIRM** who are responsible for providing services under this agreement shall complete and file Form 700 disclosures as required, including initial, annual, and leaving office statements, disclosing reportable economic interests in accordance with the applicable disclosure category.

23.0 NON-COLLUSION

Any efforts to restrain competition and the making of false sworn statements in connection with the submission of RFPs are unlawful. Public Contract Code 7106 requires all **FIRM(S)** to submit a non-collusion affidavit. Forms for this purpose are furnished with the RFP documents.

24.0 WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the California Labor Code, **CONTRACTOR** shall secure the payment of compensation **CONTRACTOR** shall sign and file with **SUPERINTENDENT** the Workers' Compensation Certificate included as part of this document and if awarded a contract, provide to the **SUPERINTENDENT** a copy of his Workers' Compensation Insurance certificate.

25.0 ALCOHOL AND TOBACCO-FREE POLICY

In the interest of public health, the SUPERINTENDENT provides an alcohol and tobacco-free environment. Smoking or the use of any tobacco products and/or alcoholic beverages are prohibited in the buildings and vehicles and on any property owned leased, or contracted for, by the Superintendent. Failure to abide by this requirement could result in the termination of this contract.

26.0 DRUG-FREE WORKPLACE

This drug-free workplace certification is required pursuant to Government Code Section 8350, et seq., the Drug-Free Workplace Act of 1990.

SCOPE OF WORK

The increasing complexity of the **SUPERINTENDENT** and **COUNTY BOARD OF EDUCATION** operations requires frequent procurement of legal services. Consequently, the **SUPERINTENDENT** and the **COUNTY BOARD OF EDUCATION** will retain an attorney or law firm as general legal counsel with the understanding that the **BOARD OF EDUCATION** may choose to use other law firms or attorneys for additional legal services depending upon the nature and circumstances of the legal matters to be addressed.

It is the intention of these specifications that the law firm hereunder could be engaged to provide one, or a variety of services, including but not limited to the following items:

- Administrative contact - Available for telephone and individual conferences with the board of education and administrators. Counsel is expected to respond, at least verbally, to be followed in writing, within a maximum of twenty-four hours when an inquiry is made by the board or administration;
- Attend all meetings of the BOARD OF EDUCATION and attend meetings with committees or third parties upon request;
- Document preparation - Prepare all legal documentation as requested;
- In-service education - Prepare and present as requested in-service programs for administration, staff and Board members on pertinent problem areas in school law;
- Information - Provide periodic updates on administrative practice and Board policies, including the review of important decisions and attorney general's opinions;
- Policy audit - Upon request, audit board policy, superintendent policy, administrative regulations, student and faculty personnel activities and provide policy update recommendations and policy drafting assistance;
- Special opinions - Prepare legal opinions at the request of the Board and the Superintendent;
- Education law - Matters pertaining to education law, specifically the laws affecting k- 12 education institutions; California state education law and other federal, state, and local laws pertaining to school districts; and common public education policies in the state of California. Monitor and review changes in public school law enacted by the legislature and advise the board and the superintendent of the legislative changes and necessary board and administrative actions;
- Labor law - Matters pertaining to collective bargaining and all applicable laws related to labor/management relations in the public-school setting;
- School employment law - Matters pertaining to non-collective bargaining and human resources law and policy including employee benefit issues;
- Student services - Matters pertaining to student services including, but not limited to, special education, student discipline and residency;
- Nonprofit - Matters pertaining to both California education service agencies and education foundations;
- Lawsuits - Initiate and/or defend lawsuits as necessary and at the direction of the Board; advise the Board on pending litigation and potential litigation and obtain direction from the Board; and provide advice on actions to be taken by the board and/or administration to avoid liability to the Superintendent; and
- Miscellaneous - Attend to other legal responsibilities and obligations of the board, such as real estate/construction law, experience with regulatory compliance, constitutional law, special education, environmental issues, litigation, grievance hearings, disciplinary and contract non-renewal hearings and expulsion hearings when applicable.

PROPOSAL CONTENT

FIRM(S) shall submit one (1) electronic version and one (1) original copy of their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in a Table of Contents. Pages must be numbered at the bottom of each page. Any proposal attachments, documents, letters, and materials submitted by the **FIRM(S)** shall be binding and included as a part of the final contract should your proposal be selected.

****Signatures must be original wet handwritten signatures in Blue ink****

Each **FIRM(S)** shall submit a complete proposal with all information requested. Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number.

EVALUATION CRITERIA:

The content and sequence of the proposals will be as follows:

A. Respond to the Scope of Work provided in detail and include all evaluation criteria in this section.
B. Demonstrate that respondent is a current member in good standing with the State Bar of California.
C. Possess at least 10 years of legal experience with at least 5 years of experience representing public schools or County Office of Educations in California.
D. Provide the Firm's background and experience working with clients in a similar nature, number of attorneys in the firm, and resumes for the key personnel matching the services being requested in this RFP.
E. Possess experience and ability to effectively work with and represent a publicly elected board and publicly elected Superintendent.
F. Possess experience responding to legal inquiries on behalf of public officials and personnel, or local government agencies and commissions.
G. Possess experience providing counsel and advice to public schools and/or county offices of education on issues involving immunity, open meetings, open records, and FPPC form 700 compliances.
H. Possess experience with real estate law that directly involves governmental entities; including experience in right of way acquisition and eminent domain.
I. Possess employment law experience that includes representing a school district or county office of education during administrative personnel actions, adverse actions, grievances, and employee appeals.
J. Possess experience appearing before administrative personnel boards; such as the Department of Labor (DOL) and Equal Employment Opportunity Commission (EEOC).
K. Please provide districts within San Bernardino County that your firm currently works with that may be considered a conflict of interest.
L. Provide a minimum of three references for a scope of work of a similar nature. References should be public schools or county offices of education.
M. State the location of your primary offices and any offices
N. Provide hourly rates for all levels of service listed under the attorney category on the next page.

VENDOR/ FIRM NAME:		
Criteria	**Max Points**	**Rating**
Fee Disclosure/ Rates	40	
Firm and Background Information	50	
References	10	
TOTAL	**100**	

HOURLY RATES

RFP NO. 25.26.1304
GENERAL COUNSEL

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

ATTORNEY CATEGORY	HOURLY RATE	HOURLY RATE (inclusive of all costs)
Senior Shareholders		
Partners		
Senior Associates		
Associates		
Special Counsel		
Paralegals/ Law Clerks		
Special Projects		
Other:		
Other:		
Other:		
Other:		

SUPPORTIVE SERVICES

RFP NO. 25.26.1304
GENERAL COUNSEL

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

SUPPORTIVE SERVICE	COST
Word Processing	
Copying Costs	
Express Postage	
Fax Transmittals	
Voice mail	
Other (Please specify:)	
Other (Please specify:)	
Other (Please specify:)	
Other (Please specify:)	

SIGNATURE PAGE

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

The undersigned, having carefully examined the Notice Calling for RFPs, the Proposal Content specifications, and all contract documents for the proposed Legal Services, hereby submit the RFP.

ADDENDA: The undersigned has thoroughly examined any and all Addenda issued during the RFP period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Respondent to list all addenda).

Receipt and acceptance of the following Addenda is hereby acknowledged:

Addendum Number						
Date						

COMPANY INFORMATION:

Company Name: _____

Authorized Signer Name (printed): _____ Date: _____

Authorized Signature: _____

Address: _____

E-mail address: _____

Phone: _____

NON-COLLUSION DECLARATION

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached Bid; that the attached 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, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, 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 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

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

WORKERS' COMPENSATION CERTIFICATION

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

Labor Code Section 3700:

Every employer except the State of California shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the state.
(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require 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 the performance of the work of this contract.

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

I am aware of and hereby certify that neither _____nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower-tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/ contractor or any lower participant is unable to certify this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal of the above-named bidder on the _____day of_____, 20____ for the purposes of submission of this bid.

(Corporate Seal)

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

_____
Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the ____ day of _____, 20____, for the purposes of award of this contract.

(Corporate Seal)

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

DRUG-FREE WORKPLACE CERTIFICATION

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) Establishing a drug-free awareness program to inform employees about all of the following:

1.) The dangers of drug abuse in the workplace;

2.) The person's or organization's policy of maintaining a drug-free workplace;

3.) The availability of drug counseling, rehabilitation and employee-assistance programs;

4.) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision **(a)** and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning **(a)** the prohibition of controlled substances at the workplace, **(b)** establishing a drug-free awareness program, and **(c)** requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the **SUPERINTENDENT** determines that I have either **(a)** made a false certification herein, or **(b)** violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

ALCOHOL AND TOBACCO-FREE SCHOOL POLICY

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

In the interest of public health, the San Bernardino County Superintendent of Schools provides an alcohol and tobacco-free environment. Smoking or the use of any tobacco products and/or alcoholic beverages are prohibited in buildings and vehicles and on any property owned, leased, or contracted for, by the **SUPERINTENDENT**. Failure to abide by this requirement could result in the termination of this contract.

I acknowledge that I am aware of the Alcohol and Tobacco-Free School Policy and hereby certify that my employees and I will adhere to the requirements of the policy.

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

_____
Title

_____
Date