

130 YEARS  
OF EDUCATION



# LEBANON Community Schools

485 SOUTH 5th STREET • LEBANON, OR 97355 • PHONE: 541-451-8462 • FAX: 541-451-8519 • [www.lebanon.k12.or.us](http://www.lebanon.k12.or.us)

## **Lebanon Community School District 9**

### **Request for Proposals (RFP)**

**To Provide**

**Legal Services**

**Proposal Closing:**

**12:00 PM, Friday, March 2, 2018**

Submit Proposal Response in a sealed envelope  
on or before the proposal closing date and time stated above to:

Lebanon Community School District  
District Office  
Attn: Linda Darling  
485 S. 5<sup>th</sup> Street  
Lebanon, OR 97355

**LEBANON COMMUNITY SCHOOL DISTRICT 9**  
**REQUEST FOR PROPOSALS (RFP)**  
**TO PROVIDE**  
**LEGAL SERVICES**

Notice is hereby given that proposals for “Legal Services” will be received on Friday, March 2, 2018 until the deadline for proposal submission, 12:00 p.m. by Linda Darling for Lebanon Community School District 9. The Proposals will be opened publicly following the deadline for submission of proposals. Late Proposals will not be considered.

Briefly, this contract will provide “Legal Services”. The District reserves the right to award to multiple firms based on their specific strength(s) within particular areas of law (i.e. Special Education, Public Works Contracting, etc.). Awarded contract(s) will be renewable on an annual basis. However, total contract length shall in no case exceed five (5) years. Interested parties shall submit two (2) copies of their proposal documents in a sealed envelope mailed or delivered to the attention of:

Proposals will be accepted at:  
Lebanon Community School District  
District Office  
485 S. 5<sup>th</sup> Street  
Lebanon, OR 97355

Up until, and no later than:  
**PROPOSAL CLOSING:**  
12:00 PM  
Friday  
March 2, 2018

Envelopes must be clearly marked “Proposal Response: Legal Services - Submittal Deadline March 2, 2018, 12:00 p.m.”. Faxed proposals will be considered non-responsive and will not be accepted.

All proposers are required to comply with the provisions of Oregon revised Statutes. Attention is directed to: ORS 244, Government Ethics; ORS 279 Divisions A through C, Public Contracts & Purchasing; and Oregon Administrative Rules 137 Divisions 46 through 49.

Each Proposal shall contain a statement indicating whether the Bidder is a “resident bidder”, as defined in ORS 279A.010 and ORS 279A.120.

**RFP PACKETS**

Request for Proposal packets outlining submittal details, may be obtained from the Lebanon Community School District, District Office, 485 S. 5<sup>th</sup> Street, Lebanon, Oregon, 97355. Packets may be requested by phone (541-259-8945), or by e-mail at [linda.darling@lebanon.k12.or.us](mailto:linda.darling@lebanon.k12.or.us). Interested firms may also obtain electronic copies from the Oregon Procurement Information Network (ORPIN) located on the web at <http://orpin.oregon.gov/open.dll/welcome>. Addenda will be posted on ORPIN and distributed to known document holders. All communications regarding the RFP process shall be directed to Linda Darling at 541-259-8945.

**REVIEW AND EVALUATION PROCESS**

RFPs will be subjected to a committee review and evaluation process based on criteria outlined in the RFP packet. The District reserves the right to: (1) reject any or all Proposals not in compliance with all public bidding procedures and requirements, (2) postpone award of the Contract for a period not to exceed sixty (60) days from the date of proposal opening, (3) waive informalities in the Proposals, and (4) select the Proposal which appears to be in the best interest of the District.

Dated this 29<sup>th</sup> day of January, 2018

## LEBANON COMMUNITY SCHOOL DISTRICT 9

### REQUEST FOR PROPOSALS (RFP)

#### TO PROVIDE

#### LEGAL SERVICES

The Lebanon Community School District Business Department will receive sealed proposals for the provision of legal services for the Lebanon Community School District (hereinafter referred to as "District") as specified herein. Proposals must be received by 12:00 p.m. PDT on Friday, March 2, 2018. Late proposals will not be considered.

**Proposals may be mailed to:**

Lebanon Community School District  
Linda Darling  
District Office  
485 S. 5<sup>th</sup> Street  
Lebanon, OR 97355

**Proposals may be hand delivered to:**

Lebanon Community School District  
Linda Darling  
Business Dept., District Office  
485 S. 5<sup>th</sup> Street  
Lebanon, OR 97355

The following schedule shall guide the solicitation and selection process unless otherwise noted:

- **January 29, 2018** - Publish Legal Advertisement & Post on ORPIN
- **March 2, 2018 @ 12:00 PM** – Proposal Closing
- **March 5-9, 2018** – Evaluation Team review and score responses
- **March 5-9, 2018** – Evaluation Team Meeting to review preliminary findings
- **March 19-30, 2018** – Interview finalist firms (if deemed necessary)
- **April 19, 2018** – Intent to award letters issued
- **May 2, 2018** – Resolution to Superintendent’s Office for inclusion on May 10, 2018 Board Agenda
- **May 10, 2018** – Board Action
- **May 11, 2018** – Issue Notice of Award(s) and contract documents to awarded firm(s)
- **June 8, 2018** – Finalize contract(s) & issue Notice to Proceed effective July 1, 2018

### **Section I**

#### **General Terms and Conditions**

- 1.1 The District intends these specifications to set forth and convey to prospective firms the general type, character and quality of the legal services desired by the District.
- 1.2 The District requires deviations from these specifications to be clearly noted. Adequate information **must** be provided to allow the District to evaluate the exceptions.
- 1.3 The District reserves the right to reject all proposals. The District reserves the right to waive informalities in proposals.
- 1.4 The District requires that questions concerning this proposal be directed to Linda Darling, Business Director, Lebanon Community School District, at 541-259-8945 or by e-mail to linda.darling@lebanon.k12.or.us.
- 1.5 The District requires that two copies (1 original & 1 duplicate) of proposals be submitted and be signed in ink by an authorized representative of Proposer.

- 1.6 The District requires any descriptive literature, samples, or other materials requested herein to accompany the RFP. Additionally, they shall be marked with the name of the prospective firm submitting them.
- 1.7 The District interprets a signed proposal to indicate that the proposal is not the result of, or affected by, any unlawful act of collusion with any other person or firm engaged in the same line of business or commerce, or any other fraudulent act punishable under Oregon or United States laws.
- 1.8 The District requires that during the performance of this contract, the successful firm will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the firm.

## **Section II**

### **Special Terms And Conditions**

Lebanon Community School District is located approximately 12 miles south of Albany, and lies within Linn County.

The District is an independent entity, with a Board of Directors composed of five elected members. As of September 1, 2017, the District employed 217 full time equivalent (FTE) teachers, counselors and librarians and 244 FTE classified staff members (secretaries, clerks, custodians and various maintenance and technical workers). As of September 1, 2017, administrative staff was comprised of a Superintendent, an Assistant Superintendent, 5 Department Directors, 12 FTE principals and vice-principals and 3 FTE confidential employees.

During the 2016-17 school year, the District served 4,242 K–12 students in six (6) elementary schools, one (1) middle school, and one (1) high school, as well as students participating in alternative education programs. One (1) Charter school serves an additional 334 elementary students. The District operates a transportation/maintenance center and an administration building at locations other than school sites.

- 2.0 The District encourages prospective firms to include any additional services which could/should be provided in their responses.
- 2.1 The District intends to enter into a one-year agreement with the successful firm(s). Upon the mutual consent of both parties, the agreement may be extended on an annual basis for up to four additional one-year periods. Thus, the District may retain any one firm for up to five years.

The District reserves the right to award to multiple firms based on their specific strength(s) within particular areas of law (ie Special Education, Public Works Contracting, etc.).

- 2.2 The District shall appoint at least four members to an evaluation committee. This committee shall evaluate firms on the following criteria:

2.2.1	Similar experience with other governmental entities (Particularly K-12 School Districts)	<b>5</b>
	<b>Total points possible</b>	
2.2.2	Experience with municipal, county, state and federal law.	<b>10</b>
	<b>Total points possible</b>	
2.2.3	Experience with K-12 educational issues.	<b>10</b>
	<b>Total points possible</b>	
2.2.4	Experience with public sector employment law.	<b>20</b>
	<b>Total points possible</b>	
2.2.5	Qualifications of persons proposed to work with the District: Resumes, prior experience, level of responsibility, etc..	<b>20</b>
	<b>Total points possible</b>	
2.2.6	Ability to meet work schedules	<b>10</b>
	<b>Total points possible</b>	
2.2.7	Depth of support services: library, research, clerical and legal staff.	<b>5</b>
	<b>Total points possible</b>	
2.2.8	Proposed cost to the District	<b>20</b>
	<b>Total points possible</b>	
	<b>Total pre-interview points possible</b>	<b>100</b>
2.2.9	Finalist Interview session (if determined to be necessary)	<b>40</b>
	<b>Total points possible</b>	
	<b>Grand Total Points Possible</b>	<b>140</b>

After the initial screening, interviews may be arranged with the top two or more finalists. Following the interviews, the evaluations of the individual members of the evaluation committee will be compiled. The prospective firm(s) with the highest aggregate score(s) will be offered a contract.

- 2.3 The District reserves the right to terminate the contract at any time for failure of the firm to perform satisfactorily under the signed contract.
- 2.4 Either party may terminate the contract with or without cause by providing at least ninety-days notice of its intent to do so.
- 2.5 Firms must meet the insurance requirements as set forth in the insurance attachment hereto.
- 2.6 Firms must submit evidence of license to practice law in the state of Oregon. The license(s) must remain in good standing throughout the contract period.

### **Section III**

#### **Scope of Services**

- 3.0 The successful firm shall attend Board meetings when requested and shall furnish legal opinions, oral or in writing, when requested to do so. The Board meets on the second and fourth Thursday of each month, at 6:00 PM, at the District Office or Santiam Travel Station.
- 3.1 The District expects a senior level point of contact who shall be responsible for coordination, approval and review of all services performed for the District.
  - 3.1.1 The District recognizes that the execution of tasks may be delegated, but expects senior level oversight of most tasks prior to completion.
- 3.2 The contact person, or substitute person approved by the District, shall be available for consultation two hours prior to board meetings.
- 3.3 When requested to do so by the District, the contact person, or approved substitute, shall attend Board meetings and work sessions.
- 3.4 When requested, the contact person, or approved substitute, shall attend special meetings of the Board, and bill the District at the agreed upon rate.
- 3.5 The selected firm(s) shall represent the District in a variety of legal matters, including litigation (with the exception of prosecution matters), insurance issues, or where counsel is designated as needed by the District.
- 3.6 The selected firm(s) shall maintain proper legal records and files, which would revert to the Board when the contract is terminated.
- 3.7 The selected firm(s) shall provide its own library, clerical, professional and support staff.
- 3.8 The selected firm(s), upon the direction and coordination of the Superintendent, shall provide an initial response within twenty-four hours for legal questions/interpretations. A designated contact person or persons shall be available at all times during normal office hours.

### **Section IV**

#### **Proposal Content**

Proposers are to prepare proposals in the following format:

- 4.0 Name, address, telephone number of firm.
- 4.1 Name of contact person, telephone number.
- 4.2 Narrative about the history of the firm:
  - 4.2.1 Date of inception
  - 4.2.2 Similar experience with other governmental entities (particularly K-12 school districts)
  - 4.2.3 Experience with municipal, county, state and federal law.
  - 4.2.4 Experience with K-12 educational issues.

- 4.2.5 Experience with public sector employment law.
- 4.3 Narrative of the qualifications of persons proposed to work directly with the District. Provide detailed resumes and indicate the level of responsibility of each person (professional staff only). Resumes are to include educational qualifications and previous work assignment that relate to this RFP. Additionally, resumes should note any publication experiences of personnel, special training or education of personnel, etc.
- 4.4 Narrative about the resources of the firm:
  - 4.4.1 Clerical and support staff
  - 4.4.2 Library and research capabilities
  - 4.4.3 Other information
  - 4.4.4 Equipment support-computers, printers, other office machines.
- 4.5 A listing of five current or recent references of similar work. Include the name, telephone number, and address of a contact person who may be contacted for verification of all data submitted.
  - 4.5.1 Include the dates services were performed.
  - 4.5.2 Include a brief, written description of the specific services performed and the conditions under which they were rendered.
- 4.6 Narrative about the proposed method for calculation of fees. Describe basic services to be included and list services for which additional fees would be charged. Also indicate how incidental out-of-pocket expenses are to be charged.
- 4.7 Other information that the prospective firm may wish to provide.
- 4.8 Provide a completed Attachment I – DBE Certification form
- 4.9 Provide a completed Attachment II - Certification Regarding Debarment, Suspension & Other Ineligibility & Voluntary Exclusion form
- 4.10 Provide a completed Attachment III – Non-Collusion Affidavit form. This form MUST BE NOTORIZED.

DBE CERTIFICATION

Has your firm been certified by the State of Oregon as a Disadvantaged Business Enterprises?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

If yes, attach copy of current certification letter.

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

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

Name & Title: \_\_\_\_\_ (Typed or Printed)

Date: \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION & OTHER  
INELIGIBILITY & VOLUNTARY EXCLUSION**

The undersigned, duly authorized representative of \_\_\_\_\_ hereby certifies or affirms that:

- 1) Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Attorney’s Signature)

\_\_\_\_\_  
(Typed or Printed Title of  
Authorized Official)

\_\_\_\_\_  
(Date)

OR

The undersigned, duly authorized representative of \_\_\_\_\_ hereby certifies or affirms that:

- 1) It is unable to certify that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, and has attached an explanation of this inability to this certification; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Attorney’s Signature)

\_\_\_\_\_  
(Typed or Printed Title of  
Authorized Representative)

\_\_\_\_\_  
(Date)

Attachment(s) [If required]

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, on their oath

(Type or Print Name and Title)

says that the proposal submitted is genuine and not a sham or a collusive proposal or made in the interest of or on behalf of any person not herein named; and they further state that the said firm has not directly or indirectly induced or solicited any other firm for the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from proposing; and that said firm has not in any manner sought by collusion to secure to self advantage over any other firm or firms.

**SIGN HERE** \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public in and for the

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**SAMPLE  
CONTRACT**

**LEGAL SERVICES**

THIS CONTRACT, made and entered into, in duplicate, by and between the Lebanon Community School District, hereinafter called "District," and XXXXXXXXXXXXXXXXXXXXXXXX hereinafter called "Contractor" for the following project and amount:

PROJECT: LEGAL SERVICES

AMOUNT OF AWARD: July 1, 2018 to June 30, 2019.

Fee Schedule:	Annual Retainer	\$ _____.	.00
	Senior Partner	\$ _____.	.00 per hour
	Junior Partner	\$ _____.	.00 per hour
	Law Clerk	\$ _____.	.00 per hour

**WITNESSETH**

THAT the said Contractor, in consideration of the sums to be paid by the District in the manner and at the times herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary things in accordance with all sections of attachments and exhibits thereto, and in accordance with such alterations or modifications of the same as may be made by the District and according to and within the meaning and purposes of this contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Contractor.

THAT the Contract Documents, consisting of all attachments and exhibits thereto, bound herewith are hereby specifically referred to and by this reference made a part hereof and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

THAT the Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands, and obligations incurred in the performance of said Contract; and shall not permit any lien or claim to be filed or prosecuted against the District, its agents or employees. It is expressly understood that this Contract in all things shall be governed by the laws of the State of Oregon.

THAT in consideration of the faithful performance of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the work as set forth in this Contract, and in accordance with the directions of the District's authorized representative, and to his/her satisfaction, the District agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible and under the terms of the Contract and to make such payments in the manner and at the times as shall be agreed upon in writing.

IN WITNESS WHEREOF, the Lebanon Community School District has caused this agreement to be signed in its corporate name, by its Superintendent, and the said Contractor has caused this agreement to be signed as of the \_\_\_\_\_ day of \_\_\_\_\_ March 2, 2018.

LEBANON COMMUNITY SCHOOL DISTRICT 9

BY: \_\_\_\_\_  
Superintendent

(Insert name of legal firm here)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
District Legal Counsel