General Counsel Legal Services

 Request for Proposal (RFP)

**Project ID:**  25-RFP-Attorney

**Release Date:**Thursday, August 29, 2025

**Due Date:**Friday, September 30, 2025 3:00pm

Posted Thursday, August 29, 2025 4 PM

*All dates & times in Pacific Time*

### 1. Notice Inviting Proposals

#### 1.1. Summary

Newberry Community Services District ("NCSD") is seeking proposals from qualified firms to provide General Counsel legal services covering a wide range of legal matters related to NCSD’s operations, governance, and compliance with applicable laws and regulations. ("Services"), as further detailed in Section 3, Scope of Services. If approved by NCSD 's Board of Directors the successful Proposer will execute a Letter of Engagement for a three (3) years base term with up to two (2) one year option terms..

The project scope, content of proposal, and selection process are summarized in this Request for Proposals ("RFP"). NCSD intends to adhere to the solicitation schedule shown in the Timeline below, which is subject to change at NCSD's sole discretion.

**Solicitation Schedule**

The complete Solicitation Schedule for this Project, "General Counsel Legal Services" is stated in the Timeline section below.

All proposals must be submitted NCSD via email to Newberry CSD <NewberryCSD@gmail.com>. All questions submitted and answers provided will be electronically distributed to Proposers.

Proposals will not be accepted after the proposal submission deadline. An incomplete proposal or a proposal that does not conform to the requirements may not be considered, in NCSD's sole discretion. Issuance of this RFP does not obligate NCSD to award a contract. NCSD is not liable for any of Proposer’s costs to prepare and submit a proposal. NCSD may award this contract, to select no Proposers, and/or re-solicit proposals. By submitting a proposal, the Proposer agrees that it has read and understands all requirements and conditions of this RFP.

Submission of a proposal constitutes a firm offer to NCSD for 180 days from the deadline. Submission of a proposal indicates an intent to be bound to the conditions contained in this RFP unless a clear exception request is included in the proposal. Questions regarding this RFP are to be submitted and answered through NCSD's email NewberryCSD@gmail.com.

#### 1.2. Background

Located in the San Bernardino County High Desert East of Barstow and between the 15 Freeway and the Newberry Mountains, NCSD provides Park and Rec, Fire, and Street Light services to approximately 2,000 residents. NCSD is a political subdivision of the State of California and operates as an independent special district. NCSD’s office hours are Wednesday through Friday, 12-4pm.

#### 1.3. Contact Information

**Kayleen Vanek**  
General Manager  
Email: NewberryCSD@gmail.com  
Phone: [(760) 257-3613](tel:(510)812-8278)

#### 1.4. Timeline *(This will be determined by GM and/or BOD)*

RFP Issued: March 19, 2025

Questions and Requests for Clarifications ("RFCs") Due: April 2, 2025, 12:00pm

NCSD's Response to Questions/RFCs: April 11, 2025, 5:00pm

Proposal Submission Deadline: May 2, 2025, 3:00pm

Interviews (if required): June 3, 2025

Consultant Selection Date (tentative): July 16, 2025

### 2. Instructions to Proposers

#### 2.1. Send proposals to Newberry CSD at NewberryCSD@gmail.com

NCSD will receive proposals from firms for General Counsel Legal Services from (date posted/sent by email).

#### 2.2. Questions and Addenda

All questions related to this RFP must be submitted via email. All questions submitted and answers provided will be electronically distributed to all proposers.

NCSD reserves the right to amend this RFP at any time. Any amendments to or interpretations of the RFP must be described in written Addenda. Only signed Addenda, issued by NCSD's authorized personnel, are binding. Proposers must acknowledge the receipt of each individual Addendum in their proposals NCSD. Proposer’s failure to acknowledge in its proposal receipt of Addenda, may, at NCSD's sole option, cause the proposal to be rejected.

If NCSD determines that the Addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that NCSD determines will allow Proposers sufficient time to revise their proposals. Any new due date will be included in the Addenda.

### 3. Scope of Services

*The following Scope of Services outlines the specific tasks to be performed by the successful Proposer.*

#### 3.1. Scope of Services

All attorneys performing legal services for NCSD on behalf of the law firm must be admitted to practice law in the State of California and be members in good standing with the State Bar of California. The selected General Counsel with primary responsibility for providing legal services to the District must have at least five (5) years’ experience providing general counsel legal services for special districts, municipalities, or other local governments in California.

Demonstrated legal expertise (including advisory and litigation) regarding laws and regulations governing special districts, , Park and Rec, Fire Departments, municipalities including, but not limited to, the Ralph M. Brown Act, the Public Records Act, the Political Reform Act, , conflicts of interest laws, public contracting, elections laws, labor and employment law, public agency and municipal law, the Government Code, environmental law, including California Environmental Quality Act (CEQA); federal National Environmental Policy Act (NEPA); California and federal Endangered Species Acts; federal Clean Water Act and the California Porter-Cologne Water Quality Act, real estate law, easements, rights-of-way, encroachment permits, and other related agreements and negotiations, and operating procedures of special districts and municipalities are required.

The legal counsel will be responsible for providing the following services for the contract term:

1. **General Legal Advice & Governance**
   * Advise the Board of Directors, General Manager, and staff on legal matters related to NCSD's services, including Park and Rec, Fire Department and water law, recycled water, water rights, , land use and real estate law, contracts, and labor law.
   * Provide guidance on compliance with the Brown Act, parliamentary procedures for meetings, and public official conflict of interest requirements.
   * Research and submit legal opinions on various topics as requested by the Board and General Manager.
   * Provide legal alerts on changes in laws impacting NCSD.
   * Maintain an inventory of legal opinions to ensure consistency and avoid redundancy.
2. **Contracts & Agreements**
   * Prepare and/or review ordinances, resolutions, contracts, joint powers agreements, and other agreements as requested.
   * Conduct legal review of agenda items in accordance with established schedules as requested.
3. **Litigation & Risk Management**
   * Advise the Board and General Manager on the commencement or defense of litigation and litigate matters as directed.
   * Enforce NCSD ordinances and regulations through administrative and judicial actions as required.
   * Confer with the General Manager and Board of Directors to recommend the approval of Special Counsel when specialized legal expertise is needed.
4. **Board & Staff Support**
   * Attend allregular and special meetings of the Board of Directors, standing committees, and other meetings as requested.
   * Promptly respond to communications from the Board, General Manager, and staff.
5. **Employment Related Matters**
   * Provide advice on matters relating the employment labor law and represented employee matters.
6. **Reporting & Billing**
   * Provide monthly billing statements year-to-date charges for legal matters, including agenda review, legislative activities, and special projects.

The selected legal counsel must demonstrate expertise in public agency law -related legal matters and be capable of delivering timely and practical legal solutions to support NCSD’s mission and objectives.

### 4. Proposal Contents and Requirements

#### 4.1. Proposal Content

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Agreement between NCSD and the firm selected.

Proposals must have a consistent font type and size of text; and must be limited to 60 or less letter-size pages, single space, single column, excluding Proposal Cover Form, Letter of Introduction, Table of Contents, resumes of key personnel, and other required attachments and forms.

In order to be accepted for evaluation, Proposers should provide the requested information in a concise, well-organized manner and must follow the prescribed format as outlined below. Proposers must submit a proposal which includes the following information:

1. **Proposal Cover**
2. **Letter of Introduction**: The Letter of Introduction, which must be on company letterhead and signed by an authorized individual, must introduce the firm and summarize its qualifications; identify its proposed key personnel to be assigned to perform the Services, and summarize the main qualifications of the proposed team. Proposers must also state in writing that they agree to be bound by their proposal for 180 days from the Proposal Submission Deadline.
3. **Table of Contents:** Proposals must include a Table of Contents displaying the organization of the proposal being submitted.
4. **Qualifications and Experience:** In order to be considered for award of an Agreement, each Proposer must provide information about its company so that NCSD can evaluate the firm(s) stability and ability to support the commitments set forth in response to the RFP. To be considered minimally qualified for award of an Agreement, Proposers must:
   1. Have (through themselves, their team members or their sub-consultants) at least five (5) years of experience providing General Counsel Legal Services;
   2. Be capable of providing the desired Services as delineated in the Scope of Services, substantially with its own staff;
   3. Have knowledge and understanding of applicable regulations and codes and be familiar with legal conditions in the state of California and Federal government regulations.
   4. Have a quality assurance system in place that adequately addresses the checking of analyses and calculations, drawings, specifications, cost estimates, reports and other supporting documentation for work product delivered in-house and by subconsultants; and
   5. Have appropriate professional licenses required to perform the Services.
   6. The proposal must include a description of the firm's qualifications to provide the Services, the experience of the firm, and recently completed projects that are similar in nature to the Services.
5. **Team Members:** A description of the Proposer’s team, including the proposed individuals filling the role of General Counsel, Deputy General Counsel and any list any other legal specialties the firm may provide to NCSD such as contract law, employee law, litigation, etc.  Provide an organization chart showing how the team will work together. Each Proposer must submit resumes of key personnel. If the Proposer is a multi-firm team, describe the organizational arrangement and roles and responsibilities between the firms. Work that subcontractors will perform, if any, should be indicated on a task basis.This information must provide sufficient evidence to demonstrate that proposed key personnel have the skills, qualifications, and experience to successfully complete the Services as further described in this RFP. Proposers must describe the depth and quality of previous experience and the number of years of all proposed key personnel have provided similar services.
6. **References (Form 2):** List at least three other special districts or municipalities, or similar organizations, for which the Proposer has provided similar Services in the past five years.
7. **Financial Qualifications:** Each Proposer must possess sufficient financial strength, resources and capabilities to support and enable the work to be performed and to complete the Agreement in a satisfactory manner, as measured by Proposer’s financial statements (Income Statements and Balance Sheets, only) for the previous three (3) years. Financial statements must be prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located, and must be audited by an independent certified public accountant. At NCSD’s discretion, NCSD may reject Proposers who are involved in current or pending bankruptcy proceedings.
8. **Approach and Methodology**

Describe the proposed approach to meet the objectives of the Services and any other relevant information about general legal counsel services.

* 1. Identify any and all of the Services for which Proposer intends to subcontract.  Any and all subconsultants must be identified in the proposal for approval by NCSD prior to contract award. The Proposer must obtain written approval by NCSD if it intends to use additional subconsultant(s) that were not approved prior to contract award.
  2. Describe how Proposer will assure that the quality of task management and work product, either from the firms or subconsultant, is within criteria set forth by NCSD. Describe at a minimum the approach to work directive quality, strategy development, data analysis, subconsultant management, quality control of deliverables, schedule, budget compliance, staff management, and invoice preparation, as applicable to the services or work.
  3. Briefly describe Proposer’s accounting system and cite its experience with public agency contracts.

1. **Labor Rates:** All pricing, cost and rate information must be included. Proposers must submit Labor Rates for their firm and each proposed subconsultant. In the event that the execution of the contract is executed in a subsequent fiscal year from the fiscal year of the proposal submission, successful Proposer(s) may request NCSD approval of an adjustment in the proposed labor rates for the new fiscal year, up to a 3.5% increase.
2. **Licenses and Certifications:** List any relevant licenses and/or certifications and the name of the issuing entity.

#### 4.2. Conflict of Interest

By submitting a proposal, the Proposer represents and warrants that no director, officer or employee of NCSD is in any manner interested directly or indirectly in the proposal or in the Agreement that may be made under it or in any expected profits to arise therefrom, as set out in California Government Code § 1090. The Proposer warrants and represents that it presently has no financial interest and agrees that it will not acquire any financial interest which would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of Services under the Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of the Agreement. Violation of this provision may result in the Agreement being deemed void and unenforceable.

The successful proposer's duties and services under this Agreement do not include preparing or assisting NCSD with any portion of NCSD's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with NCSD. NCSD will at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. The successful proposer's participation in the planning, discussions, or drawing of project plans or specifications will be limited to conceptual, preliminary, or initial plans or specifications. The successful proposer will cooperate with NCSD to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the successful proposer for this project.

#### 4.3. Levine Act

The Levine Act (Government Code § 84308) is part of the California Political Reform Act of 1974. The Levine Act prohibits any NCSD Board Member from participating in or influencing the decision on awarding a contract with NCSD to anyone who has contributed $500.00 or more to the Board Member within the previous twelve months.  The Levine Act also requires a member of the NCSD Board who has received such a contribution to disclose the contribution on the record of the proceeding.  In addition, NCSD Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before NCSD or for twelve months following the date a final decision concerning the contract has been made.

Proposer must complete and submit with their proposal the California Levine Act Statement.

### 5. Solicitation Process

#### 5.1. Solicitation Schedule

NCSD intends to adhere to the solicitation schedule. However, the stated schedule may be amended at NCSD’s sole discretion.

#### 5.2. Submission of Questions and Requests for Clarification

All questions and RFCs related to this RFP must be submitted in writing via Newberry CSD NewberryCSD@gmail.com, on or before the date and time listed in the solicitation schedule.

#### 5.3. Submission of Proposals

Proposers must submit their proposal to NCSD via Newberry CSD NewberryCSD@gmail.com Submission Deadline set forth in the solicitation schedule.

#### 5.4. Cost of Proposal Development

This RFP does not commit NCSD to enter into an Agreement, to pay any costs incurred in the preparation or presentation of a proposal, nor to procure or contract for any Services. The Proposer waives any claim against NCSD for costs incurred in preparing a proposal and responding to this RFP.

#### 5.5. Validity of Proposals

Submission of a proposal constitutes a firm offer to NCSD for 180 days from the Proposal Submission Deadline set forth in the solicitation schedule.

#### 5.6. Withdrawal of Proposals

Proposers may withdraw their proposal via Newberry CSD email, [NewberryCSD@gmail.com](mailto:NewberryCSD@gmail.com) NCSD prior to the Proposal Submission Deadline set forth in the solicitation schedule. The withdrawal of a proposal does not prejudice the right of a Proposer to submit another proposal by the Proposal Submission Deadline.

After the Proposal Submission Deadline, a proposal may be withdrawn only if NCSD fails to award the Agreement within the proposal validity period prescribed above in Section 5.5, Validity of Proposals, or any agreed-upon extension thereof.

#### 5.7. Evaluation of Proposals and Selection Process

Proposals will be screened to ensure Proposers' responsiveness to the requirements of the RFP and its responsibility. A proposal will be considered responsive only if it complies in all material respects to the requirements of the RFP. NCSD intends to award a contract to the highest ranked, most qualified, responsible Proposer that submits a responsive proposal for provision of the Services.

NCSD may reject as non-responsive any proposal that does not include the required documents referenced herein. However, NCSD reserves the right to request additional information and clarifications during the evaluation and selection process from any or all Proposers regarding their proposals.

#### 5.8. Selection Committee

A Selection Committee ("Committee"), which will include members of staff and possibly one or more Board Directors, will review the proposals submitted and rank them according to the weighted criteria of each category as set forth in the process below. NCSD reserves the right to request additional information and clarifications during the evaluation and selection process from any or all Proposers regarding their proposals.

The Committee's composite scores for all steps of the evaluation process will comprise the official record for the proposal evaluation process; individual evaluation records will not be available for public inspection at any point during or after the evaluation process. By submitting a proposal, Proposers agree to be bound by these terms and will not later challenge said terms.

#### 5.9. Proposal Evaluation Process

The proposals will be evaluated utilizing the criteria identified below. In ranking proposals, NCSD will consider the proposal material submitted, oral interviews (if any are held) and any other relevant information about a given Proposer (i.e. references). NCSD will not assume that a Proposer possesses any capability unless such a capability is established by the submitted proposal.

Proposals will be evaluated using the Evaluation Criteria described in Section 6 and assigned points per criteria indicated in Section 6, Evaluation Criteria.

#### 5.10. Interviews

Following the initial review and screening of proposals, one or more Proposers may be invited to participate in the next step of the selection process. This step may include the submission of additional information, as described in the RFP, and/or participation in an oral interview. If NCSD conducts interviews, it will do so with those Proposers found to be within the “competitive range.” Attendees at an interview should be restricted to those individuals who will have direct involvement with provision of the Services. NCSD expects that, at a minimum, the proposed Project Manager will attend the oral interview; other key personnel may also attend. Please refer to the solicitation schedule in the Invitation for tentative interview dates.

### 6. Evaluation Criteria

##### **Proposal Review**

#### 1. Qualifications and Experience: Prior experience history and qualifications of the Proposer, and the proposed team, in providing like services in a similar environment; record of completing work on schedule; strength and stability of the firm, as demonstrated by financial statements; demonstrated communications quality and success; references, including NCSD's prior experience with the Proposer.

#### 2. Team Members: The professional, technical and managerial qualifications and experience of personnel named in the proposal, including the proposed Project Manager; previous relevant experience which demonstrates capability to successfully manage work; years of experience; extent of experience applicable to this work; experience in key staff positions.

#### 3. Project Approach and Methodology: Approach to the Scope of Services as noted in Part 3, Scope of Services; proposal demonstrates clear understanding of service requirements and addresses all proposal requirements adequately, including the proposed project timeline and the required submissions, including samples and forms, as may be required.

#### 4. Reasonableness of Proposed Rates: This portion of the proposal will be evaluated based on reasonableness of the proposed Cost Proposal Form (including, but not limited to, the proposed hourly labor rates, overhead rates, profit fees, audit findings, and/or billing rates) as submitted on the Cost Proposal Form, Form 3.

Rates will be compared to rates NCSD or other comparable public agencies have paid for similar Services, and in accordance with what is considered to be the industry’s standard and customary costs for the Services. Proposed costs will also be compared to any independent cost estimates.

##### **Phase 2**

#### 1. Interviews: The top ranked Proposers may be invited to an interview either in-person or virtual with the Ad Hoc Committee of the Board of Directors.

### 7. Revised Proposals, Interviews and Negotiations

#### 7.1. Revised Proposals, Interviews and Negotiations

NCSD reserves the right to negotiate with any individual(s) or qualified firm(s), to request revised proposals, to visit the Proposer(s)' site(s), to interview or not, or to request best and final offers ("BAFOs"), if it is in the best interest of NCSD to do so. During this step, the Committee will evaluate Financial Statements and Audit Reports submitted by Proposers in the competitive range. Upon completion of this step in the selection process, the Committee will re-rank the firm(s) remaining in the competitive range, in accordance with the evaluation criteria set forth above.

NCSD also reserves the right to further reduce the competitive range at any time during this step of the evaluation and selection process and NCSD may hold simultaneous discussions with those Proposers that remain in the competitive range. Proposers who are no longer in the competitive range, and will therefore not continue to the final step of the selection and evaluation process, will be notified as soon as it is practicable.

NCSD may accept the proposal, or may negotiate with the highest-ranked firm(s), the terms and conditions of the Agreement and/or the firm(s) cost proposal including, but not limited to, the proposed hourly labor rates, overhead rates, profit fees, and/or billing rates as applicable. At this time, NCSD may elect to request revised proposals and/or BAFOs from all of the firm(s) remaining in the competitive range. At its sole discretion, NCSD may also reject all proposals. NCSD also may award an Agreement without conducting interviews or negotiations.

#### 7.2. Contract Award

The Committee will make a recommendation of award of contract, if any, to NCSD’s Board of Directors, or designee. All Proposers will be notified of the recommended award in writing. No Agreement will be in force until a written authorization to proceed is issued by NCSD.

The successful Proposer, to whom award is made, must execute a Letter of Engagement, within 15 calendar days after Board of Directors approval of the Services.

#### 7.3. Protest Procedures

1) **Protests Based Upon Restrictive Specifications or Alleged Improprieties in the Solicitation Procedure**. Protests based upon restrictive specifications or alleged improprieties in the solicitation procedure which are apparent or reasonably should have been discovered by the proposer prior to the Proposal Submission Deadline, must be filed, in writing, with the General Manager no later than five calendar days prior to the proposal submission deadline set forth in the solicitation schedule. The protest must comply with the following procedures: 1) include a complete statement of the basis for the protest, 2) state the facts and refer to the specific portions of the document or the specific statutes that form the basis for the protest, and 3) include the name, address, and telephone number of the person representing the protesting party.

NCSD will review and respond to any timely protest based on restrictive specifications or alleged improprieties in the solicitation procedures with a written determination prior to the Proposal Submission Deadline. This determination and original protest will be sent to the proposers who received a solicitation. NCSD is not required to hold an administrative hearing to consider a timely protest, but may do so at the discretion of the General Manager.

2) **Protests Based Upon the Recommendation for Contract Award.** Protests based upon the recommendation for contract award must be submitted, in writing, to the General Manager no later than 5:00 p.m. on the fifth business day following the date of the recommendation of contract award. The protest must comply with the following procedures: 1) include a complete statement of the basis for the protest, 2) the written protest must state the facts and refer to the specific portions of the document or the specific statutes that form the basis for the protest, 3) the protest must include the name, address, and telephone number of the person representing the protesting party, 4) the party filing the protest must concurrently transmit a copy of the protest to the successful proposer, and 5) the party filing the protest must have submitted a proposal. A subcontractor of a party submitting a proposal may not submit a protest.

NCSD will review and respond to any timely protests based on the recommendation of contract award with a written determination prior to formal award of the contract. NCSD is not required to hold an administrative hearing to consider a timely protest, but may do so at the discretion of the General Manager.

3) Failure to comply with all of the requirements of these protest procedures shall constitute a waiver of any right to further pursue the protest, including the filing of a challenge of the award pursuant to the California Public Contract Code, the filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

4) The protest procedures shall not limit NCSD's right to reject any and all proposals.

#### 7.4. Ex-Parte Communications

Proposers and Proposers’ representatives must communicate in the manner set forth in this RFP. All such communication must be directed to the authorized NCSD personnel named in this RFP until after a Notice of Award has been issued by NCSD. There must be no communication with any officer, director, employee, or agent of NCSD, except as may be reasonably necessary to carry out the procedures specified in this RFP.

Proposers and Proposers’ representatives may not communicate with NCSD’s Board members except in writing and if the communication is made public. Nothing herein prohibits Proposers and their representatives from making oral statements or presentations in public to one or more representatives of NCSD during a public meeting.

#### 7.5. Confidentiality

1. Confidentiality and Waiver of Claims
   1. The California Public Records Act (Cal. Govt. Code §§ 7920.000 et seq.) ("CPRA") mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of the proposal, as well as any other written communication between NCSD and the Proposer, is a public record that must be made available to the public.
   2. If the Proposer believes any communication contains information exempt from disclosure under the CPRA, including trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer’s competitive position if disclosed, the Proposer must request that NCSD withhold from disclosure the exempt information by submitting:
      1. an unredacted copy of the proposal marking each page containing such exempt information as confidential; and
      2. a redacted copy of the proposal that redacts the purportedly exempt information; and
      3. a separate "confidentiality index including: the section and page number of the proposal where the information is located; and an explanation of why the information is exempt from disclosure under the CPRA.
   3. If Proposer only submits an unredacted copy of the proposal, then by submitting the proposal, Proposer:
      1. consents to the release of the unredacted version of the proposal; and
      2. waives all claims against NCSD, its directors, officers, employees and agents, for the disclosure of such information.
   4. If Proposer submits an unredacted copy of the proposal, redacted copy of the proposal, and a separate confidentiality index, in accordance with Section 7.5(A)(2) of this RFP, then by submitting a proposal, Proposer:
      1. consents to the release of the redacted version of the proposal; and
      2. consents to the release of any portion of its proposal not included in the confidentiality index; and
      3. waives all claims against NCSD, its directors, officers, employees and agents, for the disclosure of such information.
   5. If the Proposer does not include a confidentiality index in its proposal, NCSD will have no obligation to withhold any information from disclosure and may release the information sought without liability to NCSD.
   6. In the event of conflicts between the redacted version, the confidentiality index, and confidentiality designations in the body of the proposal, the redacted version prevails.
   7. A Proposer may not designate its entire proposal as confidential. NCSD will not honor such designations and will disclose submittals so designated to the public without liability to NCSD.
2. Confidentiality Indemnity
   1. Upon receipt of a request pursuant to the CPRA seeking proposal material relating to this RFP, NCSD may provide the redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If NCSD determines that information in the confidentiality index is not exempt from disclosure, NCSD will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.
   2. By submitting a proposal, Proposer agrees to indemnify, defend, and hold harmless NCSD, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys’ fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal. If Proposer fails to accept a tender of a defense, NCSD reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

#### 7.6. Waiver

By submitting a proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the Services or the furnishing of labor, supplies, material, or equipment called for in the Agreement; that Proposer has checked its proposal for errors and omissions; that the prices stated in its proposal are correct and as intended by it and are a complete and correct statement of its prices for performing the Services or furnishing the labor, supplies, materials, or equipment required by the Agreement.

#### 7.7. NCSD's Rights

NCSD reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Agreement is fully executed and approved on behalf of NCSD. This RFP does not commit NCSD to award an Agreement, to pay any costs incurred in the preparation of the proposal for this request, or to procure or contract for the Services. NCSD reserves the right to modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal it considers most favorable to NCSD’s interest in its sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. NCSD further reserves the right to reject all proposals and seek new proposals when NCSD considers such procedure to be in its best interest.

If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the proposals of all such Proposers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by NCSD.

### 8. Contractual Requirements

#### 8.1. Letter of Engagement

The selected Proposer for the provision of the Services will be required to execute a Letter of Engagement with NCSD describing the Scope of Services to be performed, compensation, insurance requirements, and other pertinent provisions. The Proposer will provide a sample Letter of Engagement with the proposal.

#### 8.2. Insurance and Indemnification Requirements

Proposers are instructed to carefully review the indemnification and insurance provisions set forth in the Sample Agreement in the attachments section, and provide evidence of Proposer’s acceptance and ability to comply. Proposers must submit evidence of ability to provide insurance and meet the stated insurance requirements of NCSD. Said evidence will be in the form of a current Certificate of Liability Insurance or a letter from Proposer’s insurance agent or broker certifying that such insurance requirements can be obtained. If the certificate does not cover the requirements as specified in Sample Agreement, verification of availability of required insurance must otherwise be provided.

### 9. Proposal Content Checklist

1. Include the Project Number on all pages

2. Proposal: Please email your proposal to [newberrycsd@gmail.com](mailto:newberrycsd@gmail.com) including all required contents in ~~a~~ pdf file. \*Response required

3. References\*: Include the complete References in the proposal.

\*Response required

4. Labor Rates: Include Labor Rate and Billing Information

5. Levine Act\*: Please include your California Levine Act Statement

6. Redacted Proposal

If the Proposer believes any information in the proposal contains information exempt from disclosure under the CPRA, including trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer’s competitive position if disclosed, the Proposer must request that NCSD withhold from disclosure the exempt information by submitting:

1. a redacted copy of the proposal that redacts the purportedly exempt information; and
2. a separate "confidentiality index including: the section and page number of the proposal where the information is located; and an explanation of why the information is exempt from disclosure under the CPRA.

7. Proposer acknowledges that the Request for Proposals~~,~~ and Addenda, if any, are made part of its proposal.\*

Please confirm

\*Response required

### 10. Attachments