

**SBWIB, Inc.**  
11539 Hawthorne Blvd., 5<sup>th</sup> Floor  
Hawthorne, CA 90250

**REQUEST FOR QUOTE (RFQ)  
FOR  
LEGAL SERVICES**

<b>Release Date:</b>	<b>February 16, 2022</b>
<b>Deadline for Submission:</b>	<b>March 1, 2022</b>
<b>Respondent's Technical Assistance:</b>	<b>Upon written request via e-mail</b>
<b>For more information:</b>  <b>Justina Munoz, Procurement Manager: <a href="mailto:jmunoz@sbwib.org">jmunoz@sbwib.org</a></b>	

This WIOA Title I-financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

## **BACKGROUND**

The South Bay Workforce Investment Board (SBWIB) is a *California Workforce Development Board* comprised of 51 members representing business, labor, education, economic development, and other local workforce system stakeholders. SBWIB provides oversight of the federal Workforce Innovation and Opportunity Act (WIOA) programs and services of the South Bay Workforce Development Area (SBWDA) and develops policies to ensure compliance and effective operations.

The South Bay Workforce Investment Board, Inc. (SBWIB, Inc.) was established in 2000, is a 501(c) 3, non-profit corporation that operates as the designated administrator for the South Bay Workforce Investment Board.

SBWIB, Inc. administers employment and training programs and serves the 11 cities of the South Bay Workforce Investment Area, which include the cities of Inglewood, Hawthorne, Lawndale, El Segundo, Carson, Gardena, Redondo Beach, Hermosa Beach, Manhattan Beach, Torrance, and Lomita.

The mission of the SBWIB, Inc. is to collaborate with business, economic development, education, government, labor, and community organizations to provide a dynamic, efficient, and effective workforce development system that ensures a skilled workforce and a healthy economy in the South Bay region of Los Angeles County.

## **OBJECTIVE**

In addition to being the Administrator for the SBWDA, the SBWIB, Inc. works with other agencies to provide operational support for employment, education and job training to youth and adults. The SBWIB, Inc. seeks to appoint a highly qualified attorney/law firm as its General Legal Counsel. The successful appointee should meet or exceed qualifications stated herein and, in general, should be readily accessible to the SBWIB, Inc. and have experience working with non-profit organizations, be scrupulous in adhering to required standards of professional conduct and ethics, and committed to rendering sound legal advice with suitable objectivity and professional detachment.

The appointee shall provide legal assistance at least one (1) day per week to the SBWIB, Inc. and authorized staff in the following areas:

1. Provide legal advice regarding all activities of the SBWIB, Inc.
2. Review and recommend language for agreements, bylaws, memoranda of understanding, and procedures, as requested.
3. Provide ongoing advice to staff on day to day legal matters.
4. Perform other legal services as may be directed by the Chief Executive Officer.

## **MINIMUM QUALIFICATIONS**

### **Bar Admission**

Member must be an active member of the State Bar, currently licensed to practice law in the State of California. RFQ responses that do not clearly show compliance with this requirement will not be considered.

**Experience**

A minimum of 10 (ten) years direct experience as Legal Counsel to a public agency operating under the WIOA (and its predecessor programs) and non-profit board(s) with demonstrated knowledge and performance in the following areas:

- Federal Office of Management and Budget (OMB) guidelines governing public or non-profit entities;
- Federally mandated Title I programs, including, but not limited to the Workforce Innovation and Investment Act (WIOA);
- Other federal/state/county operated programs related to job training and employment; and
- Other youth program services

**Availability**

The appointee must commit to returning all calls from authorized SBWIB, Inc. representatives within 24 hours of the call. The appointee must also commit, as a general rule, to respond to requests for written opinions within one week unless the circumstances of the opinion warrant a shorter or longer time frame for a response.

**FEE FOR SERVICE**

**SBWIB, Inc. will not consider quotes, which include a required retainer.** Billing statements for services rendered must disclose, at a minimum, the date of the service, the identity of the lawyer performing the service, the subject matter reference for the service, a description of the service performed, the time it took to perform that function, and the hourly rate for the individual performing the function. The per day limit is \$710 for work performed, unless otherwise approved.

**TECHNICAL ASSISTANCE**

Technical assistance will be provided through a written question and answer format. Potential respondents will have until February 24, 2022, to identify specific questions and submit them in writing by email to Justina Munoz at: [jmunoz@sbwib.org](mailto:jmunoz@sbwib.org). No phones calls will be permitted.

**SUBMISSION OF RFQ**

Qualified attorneys interested in responding to this Request for Quote (RFQ) should fill out the cover sheet provided and attached a summary of qualifications as it relates to this RFQ.

Submission of quotes should be received no later than **Tuesday, March 1, 2022 by 4:00 p.m. (PST).** Responses may be submitted electronically to [jmunoz@sbwib.org](mailto:jmunoz@sbwib.org) or via U.S. mail addressed as follows:

Justina Munoz, Procurement Manager  
South Bay Workforce Investment Board  
11539 Hawthorne Blvd., Suite 500  
Hawthorne, CA 90250

**EVALUATION**

Each RFQ will be considered based on the selection criteria outlined below. The Respondent with the highest score will be requested to meet with the SBWIB, Inc., Chief Executive Officer, or his

designee, to negotiate an Agreement. If such an Agreement cannot be reached, SBWIB, Inc., reserves the right to terminate negotiations and commence negotiation with the next highest scorer.

This process will continue until an acceptable Agreement is reached or, at its sole discretion, SBWIB, Inc. may exercise its right to cancel this RFQ.

### **SELECTION CRITERIA**

The Respondent will be rated according to an overall scale from one (1) to ten (10) with ten being the highest for the areas below.

### **OTHER TERMS AND CONDITIONS**

#### **Disclosure of RFQ Contents**

In general, proposals will be exempt from disclosure until the evaluation and selection process has been fully vetted. Respondents are discouraged from sending information that they do not wish to have disclosed as part of the Freedom of Information Act. If the Respondent includes privacy or proprietary information in its proposal, which it does not desire to have publicly disclosed, this restriction must be clearly noted. Upon receipt of such notice, the SBWIB, Inc. shall use reasonable administrative procedures and care to protect the release of restricted proposal information. However, the SBWIB, Inc. shall not be liable for the disclosure of any information submitted in the proposal even though the Respondents requested a restriction on its release.

#### **Response on Action Regarding RFQ**

Each RFQ submitted will receive a response as to the action taken by the SBWIB, Inc.

SBWIB, Inc. may, at its discretion, request presentations by, or meetings with, any or all respondents, to clarify or negotiate modifications to the respondent's quote. However, SBWIB, Inc. reserves the right to make an award without further discussion of the proposals submitted.

#### **Insurance Requirements**

Prior to execution of a written Agreement, the successful Respondent must provide documentation of a minimum of \$100,000/\$300,000 per occurrence in Professional Liability (Malpractice) insurance coverage.

#### **Assignment of Contract**

The Respondent acknowledges that if selected by SBWIB, Inc. to perform the services required hereunder, it will be based, in part, upon the Respondent's special skills and expertise. The Respondent shall not assign, subcontract, or otherwise transfer this agreement in whole or in part without the prior written consent of SBWIB, Inc., which SBWIB, Inc. may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by SBWIB, Inc. of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that SBWIB, Inc. may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

**Certification Regarding Debarment and Suspension**

Respondents funded under the RFQ certify that they have not been subject to debarment or suspension under any federal, State, or local grant program and will immediately inform SBWIB, Inc. of any future debarment or suspension.

**Equal Employment Opportunity Certification**

Successful Respondents will be required to certify and agree that all person employed by the Respondent, its affiliates, subsidiaries, or holding companies are and will be treated equally by the Respondent without regards to or because of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including LEP), age, disability, political affiliation or belief in compliance with federal, state and local anti-discrimination and equal opportunity laws.

**Drug Free Workplace Compliance Certification**

Successful Respondent funded under the RFQ shall warrant and certify that they will comply with the California Drug-Free Workplace Act of 1990. (Cal. Gov. Code §8350 et seq.)

**Appeal Process**

SBWIB, Inc. must receive written notice of the Respondent's intent to appeal the decision within five (5) working days of receipt of notice of award status. Proposer will have a total of 15 days in which to submit a written appeal of SBWIB, Inc.'s decisions. All grievances arising out of the Workforce Innovation and Opportunity Act or this RFQ must be filed according to SBWIB, Inc.'s established grievance procedures.

**Conflict of Interest**

By submitting a proposal, the Respondent certifies to his/her knowledge and belief that there is no conflict of interest (real or apparent) inherent in the proposal or in delivering the proposed plan of work. A conflict of interest would arise if any individual involved in the preparation of this RFQ, proposal review and rating, or award decisions has a financial or other interest in or represents the Respondent organization and would be likely to gain financially or personally from the award of a contract. The same would hold true for any member of the individual's family, partner, or an organization employing or about to employ any of the above as direct result of the successful award of a contract under the RFQ. The SBWIB, Inc. reserves the right to disqualify a proposal should a conflict of interest be discovered during the solicitation process.

**Truth, Accuracy and Completeness of Representation**

The proposal must set forth accurate and complete information as required in this RFQ. Proposals will be received and maintained consistent with the requirements of the Workforce Innovation and Opportunity Act (WIOA) and the California Public Records Act. False, incomplete, or unresponsive statement in connection with a proposal may be cause for its rejection. The evaluation and determination of the fulfillment of the requirement will be in the SBWIB, Inc.'s sole judgement and its judgement shall be final and conclusive.

**Change to RFQ**

A Respondent submitting a proposal will not change the wording of the RFQ and no words or comments will be added to the general conditions and detailed specifications. Proposals submitted with unauthorized changes to the RFQ, may be deemed irregular and rejected.

**Gratuities**

The offering of gifts, excluding token gifts of a promotional/advertising nature, or gratuities by Respondent or any other agent or representative of Respondent is strictly prohibited. In the event of violation by Respondent of this restriction, SBWIB, Inc. shall be entitled to pursue the same remedies including, but not limited to, termination, against Respondent as it could pursue in the event of Respondent's default.

**Best Offer**

The proposal shall include the Respondent's best terms and conditions.

**Rights of the SBWIB, Inc.**

The SBWIB, Inc. reserves the right to waive informality in any proposal, to accept or reject any or all other proposals, to reject one part of a proposal and accept another, to re-advertise and, or seek other proposals, to make awards to the most responsive proposal as the interest of the SBWIB, Inc. may require.

The SBWIB, Inc. reserves the right to provide or contract for any of these services independently.

The SBWIB, Inc. reserves the right to allocate services according to SBWIB, Inc.'s best interest and mission.

The SBWIB, Inc. reserves the right to select multiple vendors for any component or activity of work if it serves the SBWIB, Inc.'s best interest.

The SBWIB, Inc. reserves the right to establish additional consideration or criteria for funding, as deemed necessary. Such consideration may be addressed through final agreement negotiations.

The SBWIB, Inc. reserves the right to waive any requirement when the action is considered to be in the SBWIB, Inc.'s best interest and negotiate change, revision, and/or modification of a proposal with any respondents.

The SBWIB, Inc. reserves the right to retain all proposals submitted in response to this RFQ. The proposals shall become the property of the SBWIB, Inc. The SBWIB, Inc. also reserves the right to use any or all ideas or adaption of ideas presented in any proposal submitted in response to a Request for Qualification, without charge or limitation. The selection or rejection of a proposal does not affect these rights.

**Request for Additional Information**

The SBWIB, Inc. may require additional information from a Respondent for the determination of its qualifications to provide services. This additional information may be requested any time during the review process.

**Termination**

The SBWIB, Inc. may terminate the agreement resulting from this proposal at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the SBWIB, Inc. is prevented from proceeding with the agreement by law or by official action of a public authority. Additionally, if federal, state, or local project funds are suspended the agreement will likewise be suspended/terminated.

**Cost Incurred by Respondents**

All costs associated with proposal preparation will be borne by the Respondent. The SBWIB, Inc. will not, in any event, be liable for any pre-contractual expenses incurred by Respondents in the preparation and/or submission of the proposals. Proposals will not include any such expenses as a part of the proposed.

**Minority Business Participation**

SBWIB, Inc., as a recipient of state and federal funds, subscribes to the practices below and will fully comply with federal, state, and local laws and directives governing non-discrimination, equal opportunity, and affirmative action in all activities.

No person shall be discriminated against whatsoever on the grounds of race, religion, color, age, sex, physical handicap, political affiliation, or national origin.

No person shall because of race, religion, color, age, sex, physical handicap, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded entirely or in part by the City, the State, or the Federal Government.

To further support policies relative to affirmative action, equal opportunity, and nondiscrimination, SBWIB, Inc. encourages small and minority businesses and women's business enterprises to submit a proposal. Respondents are encouraged to indicate in their RFQ response if they are a certified minority business as certified through the State of California.

**Addenda to This Request for Qualifications**

At the discretion of SBWIB, Inc., if it becomes necessary to revise any part of this RFQ, an addendum will be posted on SBWIB, Inc.'s website. Any clarification will become an addendum to this RFQ. Respondents are responsible for checking the website frequently to remain informed about the procurement process and other information that may affect this RFQ.

**Independent Contractor Status**

The selected Respondent shall, at all times, be regarded as an independent contractor and shall at no time act as an agent for SBWIB, Inc. Nothing contained herein shall be deemed or construed by SBWIB, Inc., the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer, and employee, or any similar such relationship between SBWIB, Inc. and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of SBWIB, Inc. or the Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of SBWIB, Inc. and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the SBWIB, Inc. Neither the Contractor nor its employees shall, under any circumstances, be

considered servants, agents, or employees of SBWIB, Inc.; SBWIB, Inc. shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. SBWIB, Inc. shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, SBWIB, Inc. shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

Selected Respondents will enter into a professional services contract with the SBWIB, Inc. and will be subject to all SBWIB, Inc. requirements regarding insurance coverage and all other relevant federal, local, and state requirements.

### **Award of Contract**

SBWIB, Inc. reserves the right to award one, or more than one or no contract(s) in response to this RFQ. Any award is subject to funding availability.

The Contract, if awarded will be awarded to the Respondent(s) whose respond(s) is deemed most advantageous to SBWIB, Inc., as determined by the Chief Executive Officer.

The selected Respondent(s) will enter into a professional service contract with SBWIB, Inc. No work shall commence until the contract document(s) is signed by SBWIB, Inc. and Respondent(s) provides the necessary insurance as required in this RFQ and the Contract. In the event the parties cannot negotiate and execute a contract within thirty (30) calendar days, SBWIB, Inc. reserves the right to cancel the award of contract.

### **Contract Type**

The successful Respondent will be offered a cost reimbursement or fixed fee contract. The successful Respondent will be a contractor of the SBWIB, Inc. The contractor chosen will be reimbursed within thirty (30) days following receipt and approval of each monthly invoice or within the course of ordinary SBWIB business, whichever occurs first.

### **Contract Renewal**

The contract that results from this RFQ may have a provision for renewal. The terms and lengths of any renewal will be established by SBWIB and will be included in the contract provisions. By example, this contract may be extended in writing for three (3) additional, one (1) year terms upon the same terms and conditions as negotiated in the initial contract. All renewals must be documented in a modification to the contract. Renewal will be contingent upon the contractors' documented and verified established performance.

### **Rejection Rights**

All Respondents are notified that the execution of a contract pursuant to this RFQ is dependent upon approval of the SBWIB, Inc. Chief Executive Officer. SBWIB, Inc. reserves the right to reject all responses and re-solicit if deemed by SBWIB, Inc. to be in its best interest, and to abandon the project(s) and this RFQ at any time for any or no reason. Selection of Respondent is also dependent on the negotiation of an acceptable contract with the successful Respondent(s).

### **Reservation of Rights**

This RFQ is a solicitation and not an offer to contract. SBWIB, Inc. reserves the right to issue clarifications and other directives concerning this RFQ, to make and issue modifications to the RFQ

schedule; to require clarification or further information with respect to any response received, and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties, or entitlements to any respondent.

**Response to RFQ**

All responses to request become the property of SBWIB, Inc. upon receipt and will not be returned to the respondent. Any proprietary information submitted in response to this request shall be clearly marked and will be handled in accordance with applicable federal and state procurement regulations. Neither cost information nor the total response will be considered proprietary.

**Acceptance of Terms and Conditions**

Each Respondent, by submission of a proposal, acknowledges acceptance of the terms and conditions, certifies that all specification listed in the RFQ will be met, and further understands that these specifications may become part of a contract for provision of services if awarded.

**Submission of Proposal**

The proposal should be prepared in the following format and should not exceed five (5) pages for an individual attorney and ten (10) pages in length for a law firm (single-spaced Times New Roman 12-point font, no less than 1" margins). Attach the below cover page to the front of the narrative pages.

**Request for Quotes  
Legal Services**

**SUMMARY OF QUALIFICATIONS AND PROPOSED SERVICES**

**THIS PAGE IS AN EXAMPLE ONLY**

**Summary of Qualifications**

Describe qualifications of individual attorney or law firm detailing the experience as it relates to the Objectives and Minimum Qualifications, above.

List name(s) and qualifications of attorney(s) assigned to provide legal services (if applicable).

**Services to be provided:**

General Legal Counsel for the SBWIB, Inc.

**SOUTH BAY WORKFORCE INVESTMENT BOARD, INC. (SBWIB)  
REQUEST FOR PROPOSAL COVER PAGE**

<b>Name of Firm, Entity, Organization</b>				
<b>Contact Name</b>				
<b>Title of Contact Person</b>				
<b>Mailing Address</b>				
<b>Physical Address (if different)</b>				
<b>Phone Number</b>				
<b>Fax Number</b>				
<b>E-mail</b>				
<b>California Bar Membership</b> If an individual attorney, are you a member in good standing of the California Bar?  If law firm, are each of the members of the firm that will be assigned to provide services under the RFQ a member in good standing of the California Bar? <b>NOTE:</b> If law firm, please include a list of each attorney, including California Bar Number, that will be assigned to provide services.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>Organization Type and Legal Status of Organization: (Private non-profit, private for profit, community based organization, public agency, etc.):</b>				
<b>Identification Number: Federal Employer ID# (FEIN)</b>				
<b>TOTAL FUNDING REQUESTED</b>				
<i>Period of validity of bid: Bids shall remain valid for a period of at least one hundred and twenty (120) days from the date of submission. A bid valid for a shorter period than indicated may be rejected or considered non-responsive.</i>				
<b>Proposed Hourly Fee</b>	\$			

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I affirm that the information within this quote, to the best of my knowledge, is true and accurate. Further, I am duly authorized to submit this quote on behalf of this agency. I also understand that my agency will be responsible for meeting all requirements as set forth in this RFQ. I fully affirm and understand that failure to meet these requirements may result in my organization's quote not being considered.

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Signature

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Date

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Print Name & Title of Authorized Representative