



MAGNOLIA PUBLIC SCHOOLS

Request for Proposal to Provide
Accessibility Analysis for Magnolia Science Academy 6

Due Date:
February 9, 2018

I. Overview & Background

Magnolia Education & Research Foundation ("MERF") doing-business as Magnolia Public Schools ("MPS"), a public charter school in the State of California and headquartered in Los Angeles, California is seeking a certified access specialist to identify accessibility issues with its MSA-6 campus.

MPS is a network of 10 high-performing public charter schools that serves students in Los Angeles, Orange, and San Diego Counties. For more than a decade, MPS has delivered high quality education emphasizing science, technology, engineering and math. MPS is regularly recognized as having some of the top-performing-schools in the nation.

II. Scope of Services to be Provided

MSA 6 (the "School"), the subject of this Request for Proposal ("RFP") is located at 3754 Dunn Drive in the Palms neighborhood of Los Angeles. See Exhibit A for location of the School which rents space at the location from a Lutheran Church. The School is required to prepare and submit a certified accessibility plan to its charter authorizer, the Los Angeles Unified School District.

The scope of services covered by this Request for Proposal shall include the following:

- Visit the campus and identify all accessibility issues under State and Local law.
- Enumerate the issues and identify them on a site diagram or else use pictures to clearly identify the issues.
- Assist MPS in developing an action plan for implementing the changes required to bring the facility into compliance.
- Such other services as may be necessary to develop and implement the certified accessibility plan.

The MPS Board of Directors, upon recommendation by MPS management, will approve the selected firm (the "Provider") to provide the Services. Further, the Services will be provided under a contract approved by the MPS Board of Directors.

MPS will be responsible for the following tasks in order to facilitate the provision of the Services by the Provider.

- Arrange access to the School site.
- Provide any plans that exist or if none exist engage an architect to provide a site plan.
- Provide such other support as shall be necessary to facilitate the completion of the Services according to the desired completion date cited herein.

III. Timetable for Selecting a Provider

The proposed timetable for selecting a Provider to provide the requested Services is as follows:

Date	Description
Friday, February 2, 2018	Issue RFP
Friday, February 9, 2018	Proposal Responses Due
Friday, February 16, 2018	Selection of Service Provider (including interviews either telephonically or in person)
Friday, February 23, 2018	Contract Agreement
Thursday, March 8, 2018	Recommendation and Board Approval
Friday, March 23, 2018	Completion of Services

IV. Questions and Submission

All questions regarding this RFP should be directed to the following person, preferably by e-mail, as shown below.

Mr. Patrick Ontiveros
General Counsel and Director of Facilities
Magnolia Public Schools
1250 East 1st Street, Suite 200 Los Angeles, CA 90012
pontiveros@magnoliapublicschools.org
Office: (213) 628-3634 x103
Mobile: (323) 490-0701

All proposals are due ***no later than 5:00 p.m. on Friday, February 9, 2018*** and may be delivered either by email or in hard copy form to the person indicated above.

V. Proposal Format

Proposals may not exceed 10 pages including any graphics/exhibits. Proposals are to include the following content:

A. *Executive Summary.* Summarize the key elements of your submission including designated agents and those authorized to bind the Provider.

B. Approach to Working with MPS. Clearly articulate how you or your firm intends to approach this engagement and serve MPS as a partner in your delivery of the Services detailed in this RFP.

C. Vendor Qualifications and Experience.

- (1) State the name, size of you firm, the size of the staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement. If you are sole proprietor, please state this fact.
- (2) Provide a summary of the firm's experiences over the past five (5) years in providing directly relevant services.
- (3) Disclose relationships that have been terminated and the circumstances around such terminations.

D. Qualifications and Experience of Key Personnel.

- (1) Certified Access Specialist Program licensing.
- (2) Identify the person that will be principally responsible for working with MPS and leading this engagement.
- (3) Provide professional resumes of key personnel to be directly assigned to the MPS engagement.
- (4) Discuss other commitments of key personnel and how these commitments will affect their availability to MPS.

E. References. Provide three (3) references of clients for whom you have provided a similar scope of services over the past three (3) years. Please include full name, position, telephone number and email address and a description of the engagement.

F. Insurance Requirements. MPS will require that the Provider possess certificates of insurance evidencing required coverage and the minimums as indicated below. MPS will require that Provider procure and maintain for the duration of its engagement with MPS insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work by the Provider, its agents, representatives or employees. It is required that broad coverage include the following:

- (1) Commercial General Liability on an occurrence basis for bodily injury and property damage including products completed operations, personal injury and advertising;
- (2) Automobile Liability for bodily injury and property damage;
- (3) Workers Compensation Insurance as required by the State of California with Statutory Limits, and Employer's Liability;
- (4) Professional Liability (Errors & Omissions) Insurance appropriate to Provider's profession of financial services with limits no less than \$1,000,000 per occurrence or claim.

- (5) Given the foregoing requirements, please provide a statement as to the willingness and ability of your firm to provide the required minimums.

G. Conflicts of Interest. Please disclose each of the following:

- (1) Any violations of federal, state or local regulations/laws within the past three (3) years regardless of how resolved;
- (2) All threatened, pending or current disputes (including litigations) and the status of said disputes;
- (3) Arrangements with other firms that may pose a potential conflict of interest to the MPS engagement; any arrangements that are likely to be made in order to deliver upon the MPS engagement; and
- (4) If none of the above apply, provide a statement to that effect.

H. Cost Proposal. Please present a cost proposal based on the scope of the Services identified in this RFP. The Proposal should be on a time and material basis with a not to exceed amount. Proposals should include all standard costs associated with providing the services described in the Scope of Work.

- (1) Proposals may include a compensation that includes the hourly rate for each individual who would be assigned to MPS, and a cost by category for all major activities.
- (2) Be clear as to any services that might be typically provided with an engagement such as the one outlined in this RFP and which may fall outside your cost proposal. If there are none, ensure that you make a statement to that effect.
- (3) Please provide an estimated overall cost for the Services based on the information provided in this RFP including taking into account the desired completion timeframe.

- I. Form of Agreement. The successful responder will agree to enter into an agreement substantially similar to the one attached as Exhibit B.

vi. Evaluation of Proposals and Negotiations.

Overall responsiveness and representations made within the response to this RFP are important factors in the overall evaluation process. Therefore, we will likely short list two firms or individuals to be invited for interviews with the MPS selection team. MPS will select a firm that has the highest suitability for the work with MPS and the overall desirable approach. At that point, MPS will negotiate with the firm to determine final pricing and contract.

vii. Award.

MPS reserves the right to reject any and all proposals; to waive any informality in the proposal process; and to accept the proposal that appears to be in its best interests.

End of Request for Proposal

EXHIBIT A
MAP OF SCHOOL LOCATION

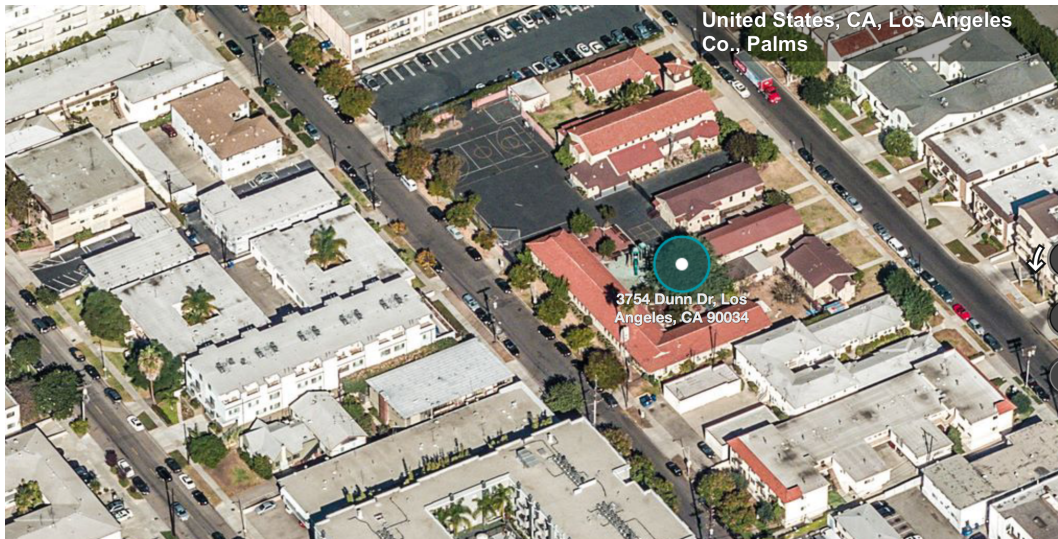
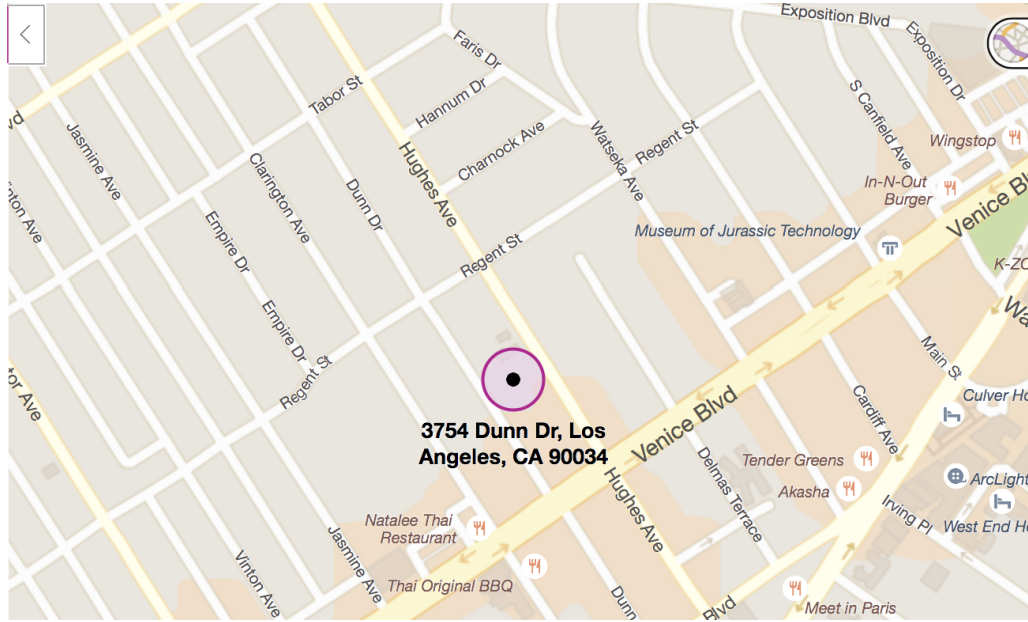


EXHIBIT B

FORM OF PROFESSIONAL SERVICES AGREEMENT

(see following pages)

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is entered into as of February __, 2018 by and between Magnolia Educational & Research Foundation dba Magnolia Public Schools ("Client"), and [_____] ("Service Provider"), for professional services in connection with the project described on Exhibit A (the "Project").

RECITALS

A. Client is the owner of that certain real property located at [_____] (the "Property") in the City and County of Los Angeles, California.

B. Client is in need of the services of a Certified Access Specialist to review the facilities located on the Property and identify and document accessibility issues. Service Provider is a certified access specialist licensed under the State of California's "CASP" and is willing to provide the services described in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

AGREEMENT

1. SERVICE PROVIDER'S ENGAGEMENT AND SERVICES.

1.1. **Services.** Client hereby agrees to retain Service Provider to provide, and Service Provider agrees to provide the services described in attached Exhibit B (the "Services"). Service Provider shall provide sufficient organization and management to perform such services in an expeditious and economical manner consistent with the interests of Client.

1.2. **Term.** The term of Service Provider's engagement shall commence as of the date hereof and shall continue, subject to earlier termination or extension as provided below, until completion of the Project.

1.3. **Changes to Services.** Client may not make any changes to the Services, including additions, deletions, or revisions to its scope nor extend or shorten its duration without Service Provider's prior written consent, which consent may be withheld in Service Provider's absolute and sole discretion. If Client and Service Provider agree to make any changes to the Agreement that result in a material increase in the scope or duration of the Services, there shall an equitable adjustment to Service Provider's compensation and the term of the Agreement to be reasonably agreed to by the parties.

1.4. **Termination.** Either party may terminate this Agreement upon five (5) days written notice to the other party. In the event of a termination, Service Provider shall deliver to Client all materials relating to the Project received by Service Provider from Client or received from third parties at the direction of Client.

2. SERVICE PROVIDER AND CLIENT'S RESPONSIBILITIES.

2.1 Service Provider Responsibility.

(a) Service Provider shall perform the Services in a professional manner, using his accessibility training and certification, and timely manner according to the schedule set forth herein for the fees set forth in Section 3.

(b) Service Provider's representative for the Project is [_____].

2.2 Client Responsibility.

(a) Client shall be responsible for (i) providing Service Provider access to the Property at a mutually agreed upon date and time, (ii) providing Service Provider with such plans or documents as may be in its possession.

(b) Client shall be responsible for paying all invoices for the Project in a timely manner and before such invoices become past due.

(c) Client shall provide to Service Provider full information regarding the Property and designate a representative who shall be fully acquainted with the Project and have authority to approve matters requiring Client's approval and to render decisions promptly. Client's representative for the Project is Patrick Ontiveros.

3. FEE.

3.1 Calculation of Fee. As compensation for services rendered under this Agreement by Service Provider, Client shall pay Service Provider on a time and material basis in an amount not to exceed [_____] (the "Fee"). The Fee shall be paid according to the payment schedule set forth in Section 3.2 below.

3.2 Payment Schedule. The Fee shall be paid by Client to Service Provider as follows: (i) upon commencement of the Services Client shall make a deposit of [_____] to Service Provider to be credited against the final Fee. The total Fee shall be due and payable fifteen (15) days after completion of the Services. in arrears on the first of every month. Payment shall be deemed late if paid after the fifth of the month and shall accrue interest at the lesser of the rate of ten percent (10%) per annum or the highest rate allowed by law for so long as such amount remains unpaid. Except as otherwise provided above, payment for any partial month shall be prorated based on the number of days in the month and the date on which this Agreement is terminated.

4. REIMBURSABLE COSTS. Client shall reimburse Service Provider for all its reasonable pre-approved out-of-pocket expenses incurred in connection with the Project within thirty (30) days after presentation of written support and commercially reasonable proof of such expenditures provided that Service Provider has sought approval for such expenses in advance. Such payment shall be in addition to Service Provider's Fee.

5. INDEPENDENT CONTRACTOR.

5.1 Status. Service Provider is an independent contractor of Client and shall not perform the Services under this Agreement as an employee of Client. Client shall have no right to control or direct the method, details or means by which Service Provider performs the Services required under this Agreement. Service Provider shall have no authority to enter into any contract or incur any liability or obligation on behalf of Client without the prior written approval of Client.

5.2 Compliance. Service Provider assumes full responsibility for the payment of all taxes pertaining to services rendered and compensation paid under this Agreement. Service Provider further assumes full responsibility for compliance with any and all applicable worker's compensation insurance or similar laws pertaining to services rendered and compensation paid under this Agreement.

6. INSURANCE AND INDEMNITY.

6.1 Client's Liability Insurance. Client shall maintain insurance policies for commercial general liability insurance, professional liability (errors and omissions), and such other insurance for the Project as will protect Client and Service Provider against claims which may arise from the Project and/or this Agreement.

6.2 Indemnification.

(a) Mutual Indemnification. Service Provider will indemnify, defend, and hold Client (its agents, officers, and employees) harmless from and against any and all claims, demands, liabilities, causes of action, costs and expenses (including reasonable attorney's fees and costs), asserted against Client (or its agents, officers, and employees) to the extent any such claim arises from or out of the negligence or intentional misconduct of Service Provider or its agents, officers or employees, or Service Provider's default under this Agreement. Client will indemnify, defend, and hold Service Provider (and its agents, officers, and employees) harmless from and against any and all claims, demands, liabilities, causes of action, costs and expenses (including reasonable attorney's fees and costs), asserted against Service Provider (or its agents, officers, and employees) and relating in any manner to the Project, except to the extent any such claim arises from or out of the negligence or intentional misconduct of Development Manager or its, employees, officers, or agents, or Service Provider's default under this Agreement.

(b) Concurrent Negligence. If any losses, liabilities, claims, or damages covered by either party's indemnity are caused by the concurrent negligence of both Service Provider and Client, or their respective agents, officers or employees, then the indemnifying party shall indemnify the other only to the extent of the indemnifying party's own negligence or that of its agents, beneficiaries, representatives or employees.

7. DISPUTE RESOLUTION.

7.1 Available Remedies. Except as expressly provided below, any controversy, claim or dispute between or among the parties hereto relating to this Agreement or any related agreements or

instruments (including any claim based on or arising from an alleged personal injury or business tort) shall be resolved in accordance with the procedures in this Section 11. Any party to this Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy, claim or dispute in any court having jurisdiction over such action. Nothing in this Section 11 shall prevent a party from seeking injunctive relief in a court of competent jurisdiction.

7.2 **Dispute Resolution Procedure.** The party raising the dispute shall provide Notice to the other party of the dispute. The parties shall first meet and confer in good faith to fairly and equitably resolve the dispute. Such meeting shall occur within five (5) business days of the date of the Notice given pursuant to this Section 7.2) implementing this dispute resolution process. If the parties cannot resolve the issue within five (5) business days of the foregoing meeting, then the dispute shall be mediated using a mediator from the Los Angeles office of the American Arbitration Association ("AAA") or if AAA fails or declines to serve, such other similar arbitration or mediation service or organization as agreed to by the parties (collectively the "Arbitration Service"). The mediation shall take place in Los Angeles, California unless otherwise agreed to in writing by the parties. If following such mediation, the parties have still not resolved the matter, then the matter shall be submitted to arbitration pursuant to Section 11(c) below.

7.3 **Arbitration.** The arbitration shall be conducted by a single arbitrator who shall be someone other than the mediator who served under Section 7.2) above. The arbitrator shall be selected by the parties from the Arbitration Service's panel of arbitrators, or if the parties have not agreed on the arbitrator within ten (10) business days after a party notifies the other party of its election to submit a matter to Arbitration, the arbitrator shall be selected at the request of either party by the then chief officer of the Arbitration Service office in Los Angeles, California. The Arbitration shall occur no later than twenty (20) days after the arbitrator has been selected and must be concluded within thirty (30) days thereafter with any hearing to last no more than two (2) full hearing days with one (1) day allotted to each party. Only written discovery shall be permitted and written submissions shall be limited to ten (10) pages. The arbitrator shall be bound to follow the applicable federal and state laws and regulations in deciding all issues and in rendering any award. The Arbitration proceedings shall be binding, conclusive and not appealable and any party to any award rendered in any such arbitration proceeding shall be entitled to have judgment entered thereon. The arbitrator shall determine the "prevailing party" and such party shall be entitled to its reasonable attorneys' fees and costs which shall be part of the award. The arbitration shall take place in Los Angeles, California unless otherwise agreed in writing by the parties. In no event, however, shall mediation or arbitration be available pursuant to Section 7.2 and this Section 7.3 after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by any applicable statute of limitations.

7.4 **Continuation of Services During Dispute Resolution.** Unless otherwise agreed in writing, Service Provider shall continue to provide the Services stated in this Agreement so long as Client continues to make payments in accordance with this Agreement during mediation or arbitration pursuant to this Section 7.

7.5 **Related Claims.** All claims that arise out of this Agreement, which are related to or dependent upon each other, shall be heard by the same arbitrator or arbitrators even though the parties are not the same unless a specific contract prohibits such consolidation.

8. GENERAL PROVISIONS.

8.1 Attorneys' Fees. If any party commences or is made a party to a lawsuit, arbitration or other proceeding to enforce or interpret this Agreement, the prevailing party in such proceeding shall be entitled to recover from the other party all reasonable attorneys' fees and other costs incurred in connection with such proceeding, including without limitation any appeal or enforcement of any judgment or decision rendered in such proceeding.

8.2 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if personally delivered, (ii) one business day after delivery by overnight courier, telegram or electronic mail (provided that the sender retains a printed confirmation of delivery to the email address provided below), or (iii) three business days after mailing if mailed by first class mail certified or registered, postage prepaid, return receipt requested, to the parties at their addresses set forth below, or such other address designated from time to time in writing by such party to all other parties.

[Name of Service Provider]

[_____]

[_____]

Email: [_____]

Attention: [_____]

Magnolia Public Schools
250 West 1st Street, Suite 1500
Los Angeles, CA 90012
Email: pontiveros@magnoliapublicshools.org
Attention: Patrick Ontiveros

8.3 Amendment and Waiver. This Agreement may be amended only by a written document signed by all parties to this Agreement. Waiver of any provision of this Agreement shall not be deemed or constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.

8.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, beneficiaries, legal representatives, successors and assigns. This Agreement may only be assigned with the prior written approval of the other party.

8.5 Governing Law and Severability. This Agreement shall be governed by and construed under the laws of the State of California, without regard to its conflicts of laws provisions. If any provision of this Agreement is invalid or unenforceable, and if the deletion of such provision would not adversely affect the receipt of any material benefit of the bargain by either party hereto, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

8.6 Counterparts. This Agreement may be executed in any number of counterparts, and each set of duly delivered identical counterparts, which includes all signatories, shall be deemed to be an original instrument.

8.7 Construction. This Agreement has been negotiated at arm's length and each party has been represented by legal counsel. Accordingly, any rule of law (including without limitation California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party drafting it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the intent of the parties and the purpose of this Agreement.

8.8 Further Assurances. The parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.

8.9 Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter set forth above, and supersedes all previous oral and written agreements, communications, representations, and commitments between Service Provider, Client, and their respective predecessors.

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IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth above.

MAGNOLIA EDUCATIONAL & RESEARCH
FOUNDATION DBA MAGNOLIA PUBLIC
SCHOOLS

[SERVICE PROVIDER]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

DRAFT

[Signature Page to Professional Services Agreement

EXHIBIT A
Project Description

The "Project" consists of the following (1) the identification and documentation of accessibility violations at the Property, and (2) the creation of a certified accessibility plan.

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EXHIBIT B
Scope of Services

Scope of Services:

- Visit the School and identify all accessibility issues under State and Local law.
- Enumerate the issues and identify them on a site diagram or else use pictures to clearly identify the issues.
- Assist Client in developing an action plan for implementing the changes required to bring the facility into compliance.
- Such other services as may be necessary to develop and implement the certified accessibility plan.

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