REQUEST FOR PROPOSAL (RFP) No. 26-030
OUTSIDE LEGAL COUNSEL SERVICES

Date: 11/6/2026

Mexican American Opportunity Foundation (MAOF) invites proposals from qualified California law firms to provide outside legal counsel services on an as-needed basis, including immediate and ongoing commercial leasing support for MAOF program sites. MAOF may select multiple firms by practice area or matter. No minimum volume of work is guaranteed.

Proposals must address Exhibit A (Scope of Work), complete Exhibit B (Cost Proposal Worksheet), Appendix A (Vendor Identification), and Appendix B (Client References).

Proposals are due **December 4, 2026 at 4:00PM (PST).** Questions are due **November 20, 2026 at 4:00PM (PST)**. All correspondence shall be directed to Procurement@maof.org. The solicitation is available through MAOF's procurement webpage and PlanetBids vendor portal. Proposals must identify "**RFP No. 26-030** Outside Legal Counsel".

Solicitation at a glance	Requirement
RFP	26-030 – Outside Legal Counsel Services
Questions deadline	November 20, 2026, at 4:00 PM (PST)
Proposal deadline	December 04, 2026, at 4:00 PM (PST)
Submission	One searchable PDF via official MAOF solicitation instructions / PlanetBids
Procurement contact	Procurement@maof.org
Potential awards	One or more law firms; as-needed assignments
Pricing	Complete Exhibit B; no guaranteed hours or compensation

For physical mailing address, please courier or deliver to:

Mexican American Opportunity Foundation (MAOF)
Attn: Procurement Department
401 N. Garfield Avenue
Montebello, CA 90640
T: 323-278-3600

To request this RFP bidding packet, please contact the Procurement Department at Procurement@maof.org.

Respectfully,

MAOF
Procurement Department

Table of Contents

INTRODUCTION 3

GENERAL INFORMATION AND PROCUREMENT PROCESS 4

SCOPE AND DELIVERABLES 4

PROPOSAL REQUIREMENTS & CONTENTS 4

SCHEDULE OF EVENTS 7

EVALUATION CRITERIA 7

TERMINATION 8

HOLD-HARMLESS & INDEMNIFICATION 8

CONFIDENTIALITY 8

GENERAL TERMS & CONDITIONS 8-11

EXHIBIT A, STATEMENT OF WORK 12-17

EXHIBIT-B, COST PROPOSAL WORKSHEET 18-20

APPENDIX-A (VENDOR IDENTIFICATION) 21

APPENDIX-B, REFERENCES 22-23

1. Introduction

Established in 1963, MAOF is a nonprofit, community-based organization serving children, families, and older adults. Its mission is to advance opportunity and education that endures across generations. MAOF seeks qualified outside legal counsel capable of supporting organizational governance, federally and state-funded programs, commercial real estate leasing, employment matters, and general contractual and regulatory needs.

Mission Statement: To advance opportunity and education that endures across generations.

Vision:

Education
We value education as a tool for upward mobility and greater opportunity with an emphasis on early education and commitment to continuing education.

Excellence
We value high ethical standards and organizational excellence through the quality programs we offer and the dedicated professionals who provide our services.

Innovation
We value innovation as a cornerstone for growth and distinction by promoting creativity & implementing unique programs.

Advocacy
We value advocacy, based on research and knowledge, as a means of responding to community needs and ensuring opportunities for all.

Integrity
We act with honesty and accountability, modeling the principles and characteristics we strive to inspire in our community.

Partnerships
We recognize and value strong community partnerships through an engaged Board of Directors and with the support of civic and corporate leaders.

2.0 General Information and Procurement Process

2.1 Purpose. MAOF seeks a responsible and qualified contractor to complete the work described in Exhibit A. The proposal must address the entire scope, including platform recommendation, migration, design, analytics, launch, and staff training.

2.2 Definitions. “MAOF” means the Mexican American Opportunity Foundation; “Proposer” means a firm submitting a response; “Contractor” means the selected firm after agreement execution; “RFP” includes all exhibits, appendices, and issued addenda.

2.3 Multiple awards. MAOF may retain more than one firm and assign matters based on expertise, conflicts, cost, availability and organizational need. No exclusive engagement or minimum work is promised.

2.4 Communications. All solicitation questions must be submitted to Procurement@maof.org or through the PlanetBids Q&A module by the stated deadline. MAOF may publish consolidated responses and addenda. Proposers should rely only on the RFP and written addenda for solicitation requirements.

2.5 Reservation of rights. MAOF may reject any or all proposals, seek clarification, negotiate terms, cancel the solicitation, and select the proposal offering the best overall value, subject to applicable funding requirements and MAOF policy. Submission of a proposal does not obligate MAOF to award a contract.

3.0 Scope and Deliverables

Exhibit A is incorporated into this RFP and contains the detailed website migration, redesign, analytics, accessibility, launch, training, and documentation requirements. Proposers must identify any assumptions, dependencies, exclusions, and proposed alternative methods.

4.0 Proposal Requirements and Submission

Submit one complete searchable PDF through the authorized method stated in MAOF’s official solicitation posting. Include a signed cover letter, narrative response to Section 6, completed Exhibit B, Appendix A, Appendix B, and all required disclosures. Proposal deadline: **December 04, 2026, at 4:00 PM (PST).** Late proposals may be rejected. **Proposals shall remain valid for ninety (90) days**. Proposers bear all proposal preparation costs.

5. Contract Award and Execution

Award may be made to one or more responsible and responsive firms whose proposals offer the best overall value. Selection or notice of intent to award does not authorize work. Services may begin only after a written agreement and any required approvals, followed by matter-specific authorization from designated MAOF representatives. MAOF may negotiate practice-area assignments, staffing, rates and other terms.

Any services are contingent upon execution of a written agreement by authorized representatives of MAOF and the selected Contractor, and receipt of any required funder approval, where applicable.

Minimum Firm Qualifications

- Active California State Bar membership and good standing for attorneys providing California legal advice; identify any required federal or other jurisdiction admissions.
- Demonstrated experience with California nonprofit organizations and commercial tenant-side leasing.
- Capacity to advise government-funded organizations, including federal and California program requirements.
- Ability to satisfy confidentiality, professional responsibility, conflict-screening, responsiveness and professional liability insurance requirements.

MAOF reserves the right to:

- Reject any or all offers and discontinue this RFP process without obligation or liability to any Proposer when determined to be in MAOF's best interest.
- Accept an offer other than the lowest-priced proposal when justified by the evaluation criteria and overall best value to MAOF.

RFP NO. 26-030 – Outside Legal Counsel Services

Physical Submissions: Proposers submitting proposals by courier or hand delivery shall provide **two (2)** complete sets of the proposal in a sealed package clearly marked with the RFP number and title identified above.

Mexican American Opportunity Foundation (MAOF)
Attn: Procurement Department
401 N. Garfield Avenue
Montebello, CA 90640
T: 323-278-3600
Procurement@maof.org

DEADLINE FOR SUBMISSION: All proposals, whether submitted electronically or physically, must be received by MAOF no later than **December 4th, 2026, 4:00 PM**(PST). Proposals received after the established deadline shall be considered late and nonresponsive and will not be accepted or evaluated. Proposers are responsible for ensuring timely delivery through an authorized submission method.

6. Detailed Proposal Content Requirements

To be considered responsive, a proposal must address the following fourteen (14) requirements, referenced by number and presented in the order below. Proposers shall provide sufficient information to demonstrate their qualifications, proposed methodology, technical capabilities, and ability to successfully complete the services outlined in **Exhibit A – Statement of Work**.

1. Company Background and Organizational Structure

Describe ownership, office locations, size, organizational structure, proposed practice areas and capacity.

2. Legal Qualifications

Describe relevant nonprofit governance, commercial leasing, grant/contract compliance, employment, regulatory and other legal experience.

3. Licensing and Standing

Provide California State Bar numbers and standing for proposed attorneys, relevant admissions, and any disciplinary disclosures material to the engagement.

4. Service Approcah

Describe intake, matter authorization, legal analysis, negotiation, risk escalation and collaboration with MAOF.

5. Comparable Engagement

Provide representative nonprofit, government-funded, child care/education and commercial leasing matters, without disclosing privileged client information.

6. Practice Area Coverage

Identify covered services, any excluded specialties, use of outside specialists and arrangements for urgent matters.

7. Key Personnel

Identify relationship partner, attorneys, paralegals, experience, proposed roles, staffing continuity and substitution controls.

8. Quality and Responsiveness

Explain quality review, one-business-day acknowledgment, three-business-day initial response/timeline, deadline tracking, and secure communications.

9. Client References

Provide at least three professional references using Appendix B.

Preference should be given to references involving nonprofit organizations, educational institutions, community-based organizations, or other entities serving multiple programs and diverse audiences.

10. Matter Management

Explain work plans, written opinions, lease abstracts, status reporting, matter budgets and closeout procedures.

11. Fee Proposal

Complete **Exhibit B** including personnel rates, alternative fees, illustrative services, scenarios, ancillary charges, travel and rate adjustments.

12. Restricted Costs

Describe methods to separately track potentially unallowable federal/state costs and charges allocable to different programs or awards.

13. Invoice Documentation

Confirm monthly itemized matter-level invoicing, no block billing, Net 30 terms, and MAOF allocation codes where provided.

14. Evaluation and Negotiations

Disclose conflicts, insurance, proposed exceptions, and certify that all proposal statements and pricing are accurate

7.0 Schedule of Events

The dates identified in the Schedule of Events are provided for planning purposes. MAOF reserves the right to modify the solicitation schedule when necessary. Any changes to established proposal submission deadlines will be communicated through a written addendum issued through MAOF's designated procurement channels.

Event	Date / status
RFP release	October 6, 2026
Written questions deadline	November 20, 2026, at 4:00 PM (PST)
Consolidated Q&A / addenda	November 25, 2026, at 4:00 PM (PST)
Proposal submission deadline	December 04, 2026, at 4:00 PM (PST)
Notice of award	Following evaluation and required approvals
Anticipated start	Following fully executed agreement and required approvals

8. Evaluation Criteria:

Proposals may be scored from 0 to 4 for each criterion (0 = not addressed; 4 = excellent). Weighted points = score ÷ 4 × weight; maximum 100 points. MAOF may request interviews and clarifications.

Criterion	Weight
Relevant nonprofit, public funding and legal experience	30%
Commercial real estate leasing and program-site expertise	20%
Service approach, responsiveness and matter management	15%
Key attorneys, staffing and capacity	15%
Pricing, cost controls and overall value	15%
References and past performance	5%
TOTAL	100%

8.1 INQUIRIES

Questions must be submitted to Procurement@maof.org or the official PlanetBids module (preferred). Reference RFP 26-030 in the subject line.

8.2 TERMINATION

MAOF may terminate an agreement in whole or part as provided in the executed agreement. The selected firm shall be compensated for authorized services properly performed through termination, subject to billing review, and shall cooperate with an orderly transition consistent with California professional obligations. Material breach and cure rights shall be established in the final agreement.

8.3 HOLD-HARMLESS AND INDEMNIFICATION

Any indemnification shall be governed by the executed agreement and applicable law, including California professional responsibility requirements applicable to attorneys.

8.4 CONFIDENTIALITY

Selected firms shall protect confidential, personal and privileged MAOF information, use it only for authorized services, restrict access to personnel with a need to know, report security incidents promptly, and comply with Exhibit A and the executed agreement. Disclosure, record access and transition requirements are subject to attorney-client privilege and applicable professional obligations.

9 GENERAL TERMS AND CONDITIONS

1. **Additions and Deletions of Service:**
   MAOF reserves the right to add and delete goods or services to any contract with the Contractor. Should a requirement be deleted, payment to the Contractor shall be reduced proportionally to the amount of service reduced following the bid price. Should additional services be required from the Contract, prices for such additions will be negotiated between the Contractor and MAOF.

2. **Professional Qualifications:**
   Attorneys must maintain required licenses and good standing; the firm must comply with applicable laws and professional rules.

3. **Anti-Kickback and Non Collusion:**
   Proposers shall not offer prohibited benefits, engage in collusion or improperly influence MAOF procurement personnel. The Proposer further certifies that it has not engaged in unauthorized communications with MAOF employees, officers, or members of the Board of Directors regarding this solicitation.

   If MAOF determines that a Proposer has engaged in collusion, fraud, or other prohibited conduct, MAOF reserves the right to reject the proposal, withdraw an award, or terminate any resulting agreement, subject to applicable laws, funding requirements, and the terms of the agreement executed.

   MAOF reserves all other rights and remedies available under applicable law.

4. **Federal Funding & Cost Allowability Acknowledgment:**

   All costs charged to MAOF under the resulting agreement must be necessary, reasonable, allocable,

consistently treated, and adequately documented in accordance with applicable federal and State funding requirements, including 2 CFR Part 200, where applicable.

Costs must be directly related to authorized services, consistent with the approved agreement, and supported by sufficient documentation to establish the nature, purpose, and allocation of the charges.

Any costs requiring prior written approval under applicable funding requirements or MAOF policies shall not be incurred or charged without such approval. Costs benefiting multiple MAOF programs or funding sources must be allocated using a reasonable and documented methodology based on the relative benefit received.

5. **Required Vendor Disclosures/ Federal Contract Acknowledgments:**
   Disclose actual or potential conflicts, outside counsel or subcontractors, exclusions, debarment status and applicable lobbying certifications.

6. **Equal Opportunity:**
   The proposer agrees not to discriminate against any employee or applicant for employment in connection with services or activities made possible by or resulting from this RFP on the grounds of actual or perceived sex, race, color, religion, national origin, age, marital status, disability, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, source of income, place of residence or business, veteran status or any other characteristic protected under applicable federal or California law. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination, or suspension in whole or in part of the Agreement by MAOF, which may result in ineligibility for further MAOF contracts. At all times in the proposal and contract process, the proposer shall comply with all applicable MAOF, CA, and Federal Anti-Discrimination Laws, Rules, Regulations, and Requirements.

7. **Audit and records:**

   MAOF may review billing and supporting financial records, subject to privilege, confidentiality and applicable professional obligations; retention must comply with the applicable award rules.

8. **Procurement Communications:**

   From issuance of this RFP until completion or cancellation of the solicitation, all communications concerning the procurement shall be directed to MAOF's Procurement Department at Procurement@maof.org or through the designated PlanetBids communication module.

   Proposers shall not contact MAOF employees, leadership, or members of the Board of Directors regarding this solicitation unless expressly authorized in writing by MAOF Procurement.

   Only written addenda and official written responses issued through MAOF's designated procurement channels shall modify or clarify solicitation requirements.

9. **Costs Incurred:**
   The proposer shall assume any costs incurred by the proposer in preparing or submitting a proposal or subsequent oral presentation demonstration.

10. **Minority/Women-Owned Business Enterprises:**
    MAOF encourages participation consistent with applicable procurement policies and funding requirements.

11. **Taxes:**
    Proposers shall identify applicable taxes, if any, and remain responsible for taxes on their operations.

12. **Insurance:**
    Maintain professional liability/legal malpractice coverage and other insurance as required by the executed agreement; provide evidence upon request.

13. **Addenda:**
    In the event that it becomes necessary to revise this RFP, in whole or in part, an addendum will be posted on the MAOF website: http://www.maof.org/procurement-department and posted on PlanetBids.

14. **Completed Proposals:**
    A proposer may submit no more than one (1) proposal in response to this RFP. The proposal shall be completed and signed by an individual who is authorized to bind the firm by submitting the proposal.

15. **Withdrawal of Bids:**
    A Proposer may withdraw its proposal by submitting written notice to MAOF Procurement before the established proposal submission deadline. Withdrawal does not prevent the Proposer from submitting a replacement proposal before the deadline.

    Following the submission deadline, proposals shall remain valid for ninety (90) days. Any withdrawal request during that period shall be subject to MAOF's written approval. If an award has not been made within ninety (90) days following the submission deadline, a Proposer may withdraw its proposal by providing written notice to MAOF, unless the Proposer has agreed in writing to extend the proposal validity period.

16. **Contract Award Notification:**
    Only written notification by MAOF Procurement and a fully executed agreement constitute the formal contracting process.

    By submitting a proposal:
    The proposer represents that:

    a. The proposer has read and understands the RFP and submits the response in accordance therewith.
    b. The proposer possesses the capabilities, equipment, and professional personnel necessary to provide an efficient and successful service as required by MAOF.
    c. The proposer has all the required licenses and insurance during the duration of the contract terms.
    d. The proposer is advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, proposer represents and warrants that it has thoroughly examined and is familiar with work required under this RFP, that proposer has conducted such additional investigation as it deems necessary and convenient, that proposer can provide the services requested by the MAOF in a manner that meets the MAOF's objectives and specifications as outlined in this RFP, and that the Proposer has reviewed all solicitation documents, exhibits, appendices, addenda, and other materials provided by MAOF in connection with this RFP. Once the contractor has been selected, a failure to read the conditions, instructions, and specifications herein shall not be cause to

alter the Contract or for proposer to request additional compensation.

17. Suspension and Debarment:

The firm and applicable subcontractors must not be suspended, debarred or otherwise excluded from covered federally funded transactions.

18. Conflict of Interest and Disclosure

Proposers must disclose any actual, potential, or perceived conflict of interest that may arise in connection with this solicitation or the performance of services for MAOF.

This disclosure must include any current or prior personal, professional, business, financial, employment, consulting, or other relationship between the Proposer, its owners, officers, employees, contractors, subcontractors, or proposed project personnel and any MAOF employee, member of executive or senior leadership, officer, or member of the Board of Directors that could reasonably be perceived as influencing, or having the potential to influence, the procurement, evaluation, selection, negotiation, or administration of any resulting contract.

Proposers must disclose such relationships in their proposal and provide sufficient information for MAOF to evaluate the nature and extent of the potential conflict. The existence of a disclosed relationship will not necessarily disqualify a Proposer; MAOF will determine whether the relationship presents a conflict and whether appropriate safeguards or mitigation measures are necessary.

If a conflict or reportable relationship arises or becomes known after proposal submission or during the term of any resulting agreement, the Proposer must promptly disclose it in writing to MAOF.

Failure to disclose a known actual, potential, or perceived conflict of interest may result in disqualification of the proposal, withdrawal of an award, termination of the resulting agreement, or other action deemed appropriate by MAOF, subject to applicable laws, regulations, funding requirements, and MAOF policies.

10 SERVICE LOCATION(S)

Services will support MAOF headquarters at 401 N. Garfield Avenue, Montebello, CA 90640 and program sites throughout Los Angeles County, as needed. Remote services are permitted where appropriate and authorized.

EXHIBIT-A
STATEMENT OF WORK (SOW)
RFP 26-030 – OUTSIDE LEGAL COUNSEL SERVICES

The Mexican American Opportunity Foundation (MAOF) is seeking proposals from qualified law firms to provide outside legal counsel services on an as-needed basis, including near-term assistance with new leases, lease renewals, and lease modifications for MAOF program sites. The selected firm(s) will provide legal advice and representation to support MAOF's Board of Directors, executive leadership, administrative operations, and programmatic activities.

MAOF currently operates approximately 49 program sites in Los Angeles County, including 43 early childhood education sites funded through federal and state programs, and has an annual operating budget of approximately $239M. MAOF leases approximately 52 of its sites, and approximately 21 leases are scheduled to expire or require modification within the next 24 months. MAOF anticipates approximately 100 hours of outside legal services per year. These figures are provided for proposal and pricing purposes only and do not guarantee any level of work.

Legal services may include organization-wide matters as well as matters directly related to MAOF programs funded through federal, state, local, and other governmental contracts and grants.

The selected firm(s) shall have demonstrated experience advising nonprofit organizations, including commercial real estate leasing, and should be knowledgeable in applicable California and federal laws, regulations, contractual requirements, and government-funded program requirements.

Services may include, but are not limited to, the following:

- Provide general legal counsel to MAOF's Board of Directors and executive leadership regarding nonprofit governance, fiduciary responsibilities, bylaws, Board actions, conflicts of interest, corporate policies, organizational compliance, and other matters affecting the legal operation of the organization.
- Provide legal guidance regarding federal, state, county, local, and other governmental contracts, grants, funding agreements, and regulatory requirements.
- Review, interpret, draft, and revise contract language, including governmental agreements, vendor contracts, professional service agreements, memoranda of understanding, leases and lease amendments (see Real Estate, Leasing, and Facilities below), subcontracts, amendments, and related legal documents.
- Advise MAOF regarding contractual obligations, compliance requirements, risk allocation, indemnification, insurance provisions, termination clauses, dispute provisions, confidentiality requirements, and other contractual terms.
- Provide legal guidance regarding program-specific compliance requirements associated with government-funded programs, including interpretation of applicable statutes, regulations, funding terms, agency guidance, and contractual provisions.
- Assist MAOF with legal interpretation of California and federal regulations affecting program operations, funding compliance, administrative requirements, and service delivery.

- Review and provide legal guidance regarding procurement-related contracts and agreements, including terms and conditions associated with federally and state-funded activities.
- Provide legal advice regarding administrative or regulatory matters involving governmental agencies, including responses to findings, notices, monitoring issues, corrective actions, contractual disputes, or compliance concerns.
- Assist with the development, review, and revision of organizational policies, procedures, agreements, and other legal documents as requested.
- Provide advice regarding employment and labor matters, including personnel policies, wage-and-hour compliance, leaves of absence, employee discipline and separation, and related California and federal requirements.
- Provide legal research, opinions, memoranda, and recommendations on matters requiring interpretation of applicable law, regulation, contract terms, or government requirements.
- Participate in meetings with MAOF's Board of Directors, committees, executive leadership, program leadership, government agencies, or other parties when legal counsel is required.
- Provide preventive legal guidance intended to reduce organizational risk and promote compliance with applicable legal, contractual, and regulatory requirements.
- Provide specialized advice, as applicable, regarding Head Start and Early Head Start requirements, California child care licensing, nonprofit tax-exempt status, and government-funded contracting.
- Advise on pre-litigation demands, settlement discussions, and regulatory deadlines, subject to the exclusions and authorization requirements stated below.
- Provide other legal services reasonably related to MAOF's nonprofit operations, governmental contracts, programs, and organizational activities as requested and authorized by MAOF.

Programmatic and Government-Funded Matters

Legal services may be requested for matters associated with specific MAOF programs funded through federal, state, county, local, or other governmental sources. When applicable, the selected firm(s) may be required to assist MAOF in interpreting and applying program-specific statutory, regulatory, contractual, and funding requirements.

The selected firm(s) should therefore have experience working with organizations that administer government-funded programs and be capable of providing legal guidance that considers both general nonprofit law and the specific requirements associated with public funding.

Assist, when authorized, with governmental monitoring findings, audits, administrative appeals, corrective action plans, funding disputes, and agency investigations, including identification of applicable deadlines and potential funding implications.

Real Estate, Leasing, and Facilities

MAOF leases facilities for many of its programs, including licensed early childhood education sites. The selected firm(s) should have demonstrated experience representing tenants in commercial leasing, preferably for

nonprofit organizations and licensed child care or educational facilities. Services may include, but are not limited to:

- Review, negotiate, and draft new leases, lease renewals, extensions, amendments, subleases, assignments, and related documents, including estoppel certificates and subordination, non-disturbance, and attornment (SNDA) agreements.
- Prepare lease abstracts summarizing key terms, critical dates, renewal options, and obligations for MAOF's lease portfolio.
- Advise on facility requirements affecting leased sites, including California Community Care Licensing (Title 22) requirements, outdoor play space, zoning and conditional use permits, accessibility (ADA), health and safety requirements, and tenant improvements.
- For sites funded through Head Start or Early Head Start, advise on federal facilities requirements under 45 CFR Part 1303, Subpart E, including prior approval for major renovations and the recording of federal interest, and negotiate any landlord consents those requirements call for.
- Advise on the allowability of rental and facility costs charged to federal and state awards, including 2 CFR 200.465 and applicable state contract terms.
- Advise on landlord disputes, defaults, repair and maintenance
- Conduct or assist with real estate due diligence, including verification of landlord ownership and authority, review of applicable title restrictions and encumbrances, and other conditions affecting MAOF's occupancy or use of leased facilities.
- Advise on tenant improvements, restoration obligations, casualty and condemnation, insurance requirements, relocation rights, and continuity of operations at licensed program sites.
- Provide legal guidance regarding lease expiration, renewal deadlines, holdover provisions, and other risks affecting uninterrupted program operations.

Matters Not Included

Litigation in state or federal court is not included in this scope of work. If litigation services are needed, MAOF may request a separate proposal or engagement.

Unless separately authorized in writing, representation in administrative hearings, arbitration, and formal mediation is excluded. Pre-litigation advice, demand letters, and settlement negotiations may be assigned under this scope when expressly authorized by MAOF.

Conflicts of Interest

Each proposer shall disclose any current or recent (within the past three years) representation of MAOF's landlords, governmental funding agencies, or other parties whose interests may be adverse to MAOF. The selected firm(s) shall promptly disclose any conflict that arises during the term of the agreement. The firm's client is MAOF as an organization, acting through its authorized representatives, and not any individual Board member, officer, or employee.

Any representation of individual directors, officers, or employees, or any independent investigation involving organizational leadership, shall require a separate written engagement and appropriate conflict review.

Assignment of Services

Services will be provided on an as-needed basis. MAOF may assign matters based on the nature of the legal issue, subject-matter expertise, availability, potential conflicts of interest, cost, responsiveness, and the needs of the organization.

MAOF may establish agreements with more than one law firm in order to ensure access to appropriate legal expertise for Board, organizational, contractual, regulatory, and programmatic matters.

No minimum amount of work or compensation is guaranteed under any resulting agreement.

Coordination and Authorization

The selected firm(s) shall perform services only upon authorization by designated MAOF representatives, who shall be the Chief Executive Officer, the Chief Financial Officer, or their written designee. Depending on the nature of the assignment, MAOF may require an estimated level of effort, anticipated timeline, proposed staffing, and cost estimate or not-to-exceed amount prior to commencement of work.

The selected firm(s) shall promptly notify MAOF if the scope, anticipated cost, or complexity of an assigned matter materially changes.

The selected firm(s) shall designate a lead attorney responsible for the MAOF relationship. Changes to the lead attorney or key staff assigned to MAOF matters require MAOF's prior approval. The selected firm(s) shall acknowledge requests within one (1) business day and provide an initial response or timeline within three (3) business days, unless otherwise agreed.

Reporting, Deliverables, and Matter Management

The selected firm(s) shall provide written legal opinions, memoranda, contract revisions, correspondence, and other deliverables as reasonably requested by MAOF.

For ongoing or complex matters, the selected firm(s) shall provide periodic status updates identifying work completed, outstanding issues, anticipated next steps, significant legal or regulatory deadlines, and projected costs.

The selected firm(s) shall promptly notify MAOF of any material legal risk, regulatory deadline, adverse development, or circumstance that may significantly affect MAOF's operations, funding, contractual obligations, or legal interests.

Billing and Documentation

MAOF operates on Net 30 payment terms. Payment shall be made within thirty (30) calendar days following receipt of a properly submitted and approved invoice.

The selected firm(s) shall provide detailed invoices identifying, at a minimum, the matter or project, date of service, individual performing the work, description of services provided, time incurred, applicable billing rate, and reimbursable expenses.

Invoices must contain sufficient detail to allow MAOF to properly allocate legal costs to the appropriate organizational function, program, governmental contract, grant, or indirect cost pool, as applicable.

When MAOF designates a matter whose costs may be unallowable under federal or state cost principles (for example, costs of certain proceedings involving a governmental agency under 2 CFR 200.435, or lobbying under

2 CFR 200.450), the selected firm(s) shall record and invoice time for that matter separately so that MAOF can charge those costs to non-federal or unrestricted funds.

Upon request, and at least annually, the selected firm(s) shall provide a summary of fees and expenses billed by matter and by program or funding source.

Billing Rates, Expenses, and Cost Controls

The selected firm(s) shall provide a schedule of hourly billing rates for attorneys, paralegals, and other personnel assigned to MAOF matters, including applicable billing increments and any proposed fixed-fee arrangements or nonprofit discounts.

Any increases in billing rates shall require MAOF's prior written approval. Reimbursable expenses, including travel, lodging, filing fees, legal research charges, and third-party services, shall be reasonable, necessary, and subject to prior approval when required by MAOF.

Routine administrative overhead, including standard clerical services, general office expenses, and ordinary administrative support, shall not be separately billed unless expressly authorized by MAOF.

The selected firm(s) shall not exceed an approved not-to-exceed amount or engage additional outside counsel without MAOF's prior written authorization. MAOF may request clarification or supporting documentation for disputed charges before approval.

Records, Audit Access, and Federal Requirements

The selected firm(s) shall retain billing and supporting records related to MAOF engagements for at least three (3) years after final payment, or longer if required by the applicable funding source, and shall make them available to MAOF, its auditors, and authorized representatives of governmental funding agencies, consistent with 2 CFR 200.334 and 200.337 and subject to attorney-client privilege.

Because services may be paid with federal funds, the selected firm(s) shall comply with applicable federal contract provisions, including those in 2 CFR Part 200, Appendix II. The firm must not be suspended or debarred, as verified through SAM.gov, and for agreements exceeding $100,000 shall provide the certification regarding lobbying required by 31 U.S.C. 1352.

Confidentiality and Information Security

The selected firm(s) shall maintain the confidentiality of all nonpublic MAOF information, including privileged communications, personnel information, financial records, program participant information, and other sensitive records, subject to applicable law and professional obligations.

The selected firm(s) shall implement reasonable administrative, technical, and physical safeguards to protect MAOF information against unauthorized access, disclosure, loss, or misuse, and promptly report suspected or confirmed security incidents involving such information.

The selected firm(s) shall not input confidential MAOF information into publicly accessible artificial intelligence systems or disclose such information to unauthorized third parties without MAOF's prior written authorization, except as permitted or required by law or professional obligations.

Insurance Requirements

The selected firm(s) shall maintain professional liability (legal malpractice) insurance throughout the engagement and provide evidence of coverage upon request. Applicable minimum limits and other insurance requirements shall be specified in the resulting agreement.

Termination and Transition of Services

Upon expiration or termination of an engagement, the selected firm(s) shall reasonably cooperate with MAOF and successor counsel to facilitate an orderly transition, including providing client files, relevant legal documents, pending matter summaries, and upcoming deadlines, subject to applicable law and professional obligations.

The selected firm(s) shall take reasonable steps to protect MAOF's interests during the transition and avoid unnecessary interruption of legal services.

EXHIBIT B
COST PROPOSAL WORKSHEET
RFP 26-029 – LEGAL SERVICES FEE SCHEDULE
(Must be completed and returned to MAOF)

Must be completed and returned with proposal. Proposed MAOF rates must include ordinary overhead unless specifically disclosed. Pricing scenarios are for evaluation only and do not guarantee work.

B1. Hourly Billing Rates

Classification	Name / practice area	Standard rate	Proposed MAOF rate
Managing Partner		$_____	$_____
Partner		$_____	$_____
Of Counsel		$_____	$_____
Senior Associate		$_____	$_____
Associate		$_____	$_____
Junior Associate		$_____	$_____
Paralegal		$_____	$_____
Law Clerk		$_____	$_____
Other		$_____	$_____

Identify nonprofit, public-sector, government-funded organization or preferred-client discounts.

B2. Alternative Fee Arrangements

Arrangement	Available (Y/N)	Description / proposed fee
Fixed/flat fee by matter		
Monthly retainer		
Capped / not-to-exceed fee		
Blended hourly rate		
Volume discount		
Other		

B3. Illustrative Fixed-Fee Services

Legal service	Proposed fee / range
Routine contract review	$_____

Routine contract drafting	$_____
Governmental contract/grant review	$_____
New lease review on landlord form (one site)	$_____
Lease amendment/renewal negotiation	$_____
Sublease/license review or drafting	$_____
Board governance policy review	$_____
Legal memorandum/opinion	$_____
Board/committee meeting	$_____
Legal training	$_____
Employment consultation	$_____
Regulatory/compliance consultation	$_____

B4. Required Pricing Scenarios

Scenario	Proposed cost / assumptions
A. 500 annual hours: 100 partner, 250 associate, 150 paralegal	$_____
B. Negotiate new five-year lease for licensed child care site	$_____
C. Negotiate amendment and five-year renewal of existing lease	$_____
D. Review federal grant agreement and provide compliance memorandum	$_____

The 500-hour scenario is hypothetical and not a guarantee of annual service volume.

B5. Billing Practices and Ancillary Charges

Standard MAOF requirements: bill in increments no greater than 0.1 hour; no minimum telephone/email charge; no internal conferences unless preapproved; no billing for invoice preparation or billing questions; no clerical work at professional rates; no block billing. Disclose exceptions.

Billing item	Proposer response / exception
Minimum time increment	
Telephone / email increment	
Document review increment	
Travel time / travel rate	
Internal attorney conferences	

Multiple attorneys at same meeting	
Research/database charges	
Copying, scanning and document production	
Postage / courier / filing fees	
Mileage / lodging / meals	
Other expenses	

B6. Travel and Rate Adjustments

Travel requires advance approval when applicable. Unless otherwise approved, travel within Los Angeles County shall not be billed. Authorized mileage shall not exceed the current IRS standard mileage rate; grant-funded travel shall comply with funder limits. Proposed rates should remain fixed for the first two years; subsequent increases require MAOF written approval and are subject to the negotiated cap of the lesser of the Los Angeles-area CPI change or 2% annually.

Rate validity period: _____ Maximum proposed annual increase: _____% Advance notice: _____

B7. Matter Budgets and Invoice Requirements

For individual matters, MAOF may require a written staffing plan, hour estimate, fixed fee, capped fee or not-to-exceed amount. No authorized budget may be exceeded without written approval. Submit monthly invoices within 15 days after month-end, separately identifying matter/project, program/funding code when supplied, date, timekeeper, classification, description, time, rate, amount and approved expenses. Block billing is prohibited. MAOF payment terms are Net 30 following receipt of a properly submitted and approved invoice.

B8. Fee Certification

The undersigned certifies that the fee schedule is complete and that no undisclosed administrative fees, markups, surcharges or other charges will be imposed without MAOF's prior written authorization.

Firm: _____ Authorized representative: _____

Title: _____ Signature: _____ Date: _____

APPENDIX – A
VENDOR IDENTIFICATION
RFP 26-030 – OUTSIDE LEGAL COUNSEL SERVICES
(Must be completed and returned to MAOF)

Firm/Individual's Name:			
Doing Business As (DBA):			
Company Federal Employer Identification Number (EIN), if applicable:			
Address:			
Remit To Address:			
Telephone:			
Fax:			
Email:			
Web address:			
Primary Contact Person:			
California State Bar Attorney Contact:			
Person responsible for response (if different):			
Print Name	**Title**	**Authorized Signature**	**Date**

APPENDIX – B
REFERENCES
RFP 26-030 – OUTSIDE LEGAL COUNSEL SERVICES
(Must be completed and returned to MAOF)

Provide at least three comparable references, preferably nonprofit or government-funded organizations and commercial leasing engagements. Do not disclose privileged or confidential client information.

REFERENCE 1

REQUEST	PROPOSER RESPONSE
Client Organization	_____
Contact Name & Title	_____
Email / Phone	_____
Type of Organization / Program	_____
Year(s) Services Provided	_____
Legal practice area/services performed	_____
Nonprofit, grant or lease experience	_____
Comparable to MAOF – Brief Explanation	_____

REFERENCE 2

REQUEST	PROPOSER RESPONSE
Client Organization	_____
Contact Name & Title	_____
Email / Phone	_____
Type of Organization / Program	_____
Year(s) Services Provided	_____
Legal practice area/services performed	_____
Nonprofit, grant or lease experience	_____
Comparable to MAOF – Brief Explanation	_____

REFERENCE 3

REQUEST	PROPOSER RESPONSE
Client Organization	_____
Contact Name & Title	_____
Email / Phone	_____
Type of Organization / Program	_____
Year(s) Services Provided	_____
Legal practice area/services performed	_____
Nonprofit, grant or lease experience	_____
Comparable to MAOF – Brief Explanation	_____

Additional References (Optional): Proposers may provide up to two (2) additional references using the same format.

MAOF reserves the right to contact any reference provided and verify information regarding the Proposer's relevant experience, quality of work, project management, timeliness, responsiveness, website functionality, implementation outcomes, and overall performance.