



**August 26, 2022**

REQUEST FOR PROPOSAL (RFP)  
**2022-003-RFP-ADM**  
**DISTRICT LEGAL SERVICES**

GREATER VALLEJO DISTRICT  
395 AMADOR STREET  
VALLEJO, CA 94590

**Proposals Due**  
**Friday, September 23rd, 2022 @ 5:00 PM**

The Greater Vallejo Recreation District (District) is seeking proposals from qualified firms to provide legal representation to the District's Board of Directors and District Staff.

## 1. SCHEDULE OF ACTIVITIES:

RFP release:	08/26/2022
Written Inquiry Deadline:	09/16/2022 @ 2:00 PM
Submission Deadline:	09/23/2022 @ 5:00 PM
Tentative Interviews with Board of Directors:	TBD October 2022
Tentative Board of Directors Award/Approval:	TBD
Expected Contract Start Date:	TBD

## 2. PRE-SUBMITTAL INQUIRIES AND POINT OF CONTACT:

- A. Pre-Submittal technical inquiries shall be directed to **Gabe Lanusse** at [glanusse@gvrd.org](mailto:glanusse@gvrd.org). Procedural inquiries shall be directed to **Kimberly Pierson** at [kpierson@gvrd.org](mailto:kpierson@gvrd.org)
- B. Inquiries that result in an addendum to the RFP, will be emailed to each potential proposer with a link to the addendum on our website. Firms must include in their proposal, an acknowledgement of receipt of any and all addenda issued.

## 3. PROPOSAL SUBMISSION GUIDELINES:

- A. Firms must submit **six** copies of their proposal; **one** with an original signature. The proposal must be formatted in accordance with the instructions of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked: **“District Legal Services 2022-003-RFP-ADM”** and delivered to the District, Attn: Board Clerk, at 395 Amador Street, Vallejo, CA 94590.
- B. Proposals received after the date and time specified shall not be considered. Facsimile, telephone, electronic or verbal proposals will not be accepted.
- C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer’s risk.
- D. All proposals shall be dated and signed by a representative authorized to enter into agreements for the proposing firm.
- E. All proposals shall remain in effect and legally binding for a minimum of 120 days from the opening date.
- F. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the firm. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the firm.
- G. Stated days shall be interpreted as calendar days, excluding legal holidays. Firm must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the firm’s risk. This includes, but is not limited to, all relevant laws and regulations of the State of California and the United States Government.
- H. Upon Submittal to the District, all proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by a firm shall become the property of the District and is subject to the Public Records Act.
  - a. Unless otherwise compelled by a court order the District will not disclose any proposal while the District conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the District either awards

an agreement to a successful firm, or the District rejects all proposals, the District shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code sections 6250, *et seq.*), unless there is a legal exception to public disclosure.

- b. If a firm believes that any portion of its proposal is subject to a legal exception to public disclosure, the firm shall:
  - i. Clearly mark the relevant portions of its proposal “Confidential”; and
  - ii. Upon request from the District, identify the legal basis for exception from disclosure under the Public Records Act; and
  - iii. Shall defend, indemnify, and hold harmless the District regarding any claim by any third party for the public disclosure of the “Confidential” portion of the qualifications submittal.

#### **4. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:**

- A. A proposal that is in the possession of the District shall only be altered by letter or email addressed to [kpierson@gvrd.org](mailto:kpierson@gvrd.org), bearing the signature of the firm’s authorized representative, provided it is received prior to the RFP submission deadline.
- B. A proposal that is in the possession of the District may be withdrawn by the proposer up to the time of the deadline for submission of proposals.

#### **5. AWARD AND AGREEMENT INFORMATION:**

- A. The District hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The firm agrees that should it be awarded an agreement, the firm shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The District reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the District to do so. The District will select the firm whose proposal is determined by the District to be the most responsive and responsible proposal. The District will be the sole judge in making such a determination.
- D. The successful firm will be required to enter into and sign an agreement with the District which will be in effect for the duration of the agreement period.
- E. The terms and conditions of this RFP as well as the firm’s proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the agreement.
- F. Prior to final selections, firms shall be required to submit any additional information that the District deems necessary to determine the firm’s qualifications.
- G. Open Procurement
  - 1) The firm shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the firm’s proposal. Items and/or services that the firm intends to be offered on a unit price basis must be so identified. The District’s objective is to clarify all purchase options.
  - 2) The District reserves the right to negotiate changes to the original proposal(s), including changes in system cost and/or unit price.

- 3) The District reserves the right to accept or reject any or all proposals in whole or in part.
- 4) The District reserves the right to award an agreement to more than one firm.

## **6. BACKGROUND INFORMATION:**

The prior legal counsel was employed by the District from 1980 until 2017 upon his retirement. The District contracted with its current legal counsel in 2017, and is now retiring and will be employed until a replacement firm is contracted. While continuity is certainly applicable to attorney services, it is appropriate at this time for the District to perform due diligence in assuring that the District's legal interests are well served by conducting a request for proposals.

## **7. MINIMUM FIRM REQUIREMENTS AND SCOPE OF WORK:**

- A. All attorneys performing legal services for the District on behalf of the law firm must be admitted to practice law in the State of California and be members in good standing with the State Bar of California.
- B. The selected General Counsel with primary responsibility for providing legal services to the District must have at least six (6) years' experience providing general counsel legal services for special districts, municipalities, or other local governments in California.
- C. Demonstrated legal expertise (including advisory and litigation) regarding laws and regulations governing special districts and municipalities and governance of local government agencies including, but not limited to, the Ralph M. Brown Act, the Public Records Act, the Political Reform Act, conflicts of interest laws, public contracting, elections laws, labor and employment law, public agency and municipal law, the Government Code, real estate law, easements, rights-of-way, encroachment permits, and other related agreements and negotiations, and operating procedures of special districts and municipalities. Interactions with labor unions and negotiations is also preferred.
- D. The selected General Counsel will be expected to provide the following services:
  - i. Advise the Board of Directors, General Manager, and District Staff regarding issues related to special districts, contracts related to operations, and labor and employment law;
  - ii. Advise the Board of Directors, General Manager, and District Staff on commencement and defense of litigation regarding all aspects of the District's operations; and litigate such matters as directed;
  - iii. Advise the Board of Directors, General Manager, and District Staff regarding the Ralph M. Brown Act, parliamentary procedures for meetings, and conflicts of interest;
  - iv. Advise the Board of Directors, General Manager, and District Staff regarding changes in federal, state, and local laws affecting the District's operations;

- v. Prepare and/or review all ordinances, resolutions, contracts, joint powers agreements, and other legal documents entered into or considered by the District;
- vi. Research, draft, and submit legal opinions to the Board of Directors, General Manager, and District Staff regarding all aspects of the District's operations;
- vii. Confer with the General Manager and recommend for approval from time to time Special Counsel to the District when special legal expertise is needed for a particular matter;
- viii. Enforce all ordinances and regulations of the District through administrative, judicial, or other enforcement remedies as requested by the Board of Directors and/or the General Manager;
- ix. Attend all regular and special meetings of the Board of Directors and other meetings as needed;
- x. Promptly respond to communications from the Board of Directors, General Manager;
- xi. Perform other duties as assigned from time to time by the Board of Directors, General Manager;
- xii. Prepare timely reports to the Board on relevant legal matters that come from either the CASA attorneys group or the State Legislature.
- xiii. Complete legal review of all agenda items in conformance with the schedule prepared by the Board Clerk each year.
- xiv. Confer with the General Manager and the Board of Directors yearly for the purpose of crafting a legislative platform that is used to prepare advocacy on pending legislation.
- xv. Prepare or provide a legislative report quarterly and as needed to keep the Board abreast of issues arising from legislative items.
- xvi. The District's attorney will be evaluated each year after submitting an annual report. Discussion shall include the General Manager.
- xvii. Monthly bills shall include the year-to-date charges for a given matter including agenda review, legislative activities and any special projects or processes of a recurrent nature.
- xviii. Maintain an inventory of legal opinions provided to District staff to assure consistency and eliminate redundancy.
- xix. Provide an ongoing status report regarding legal actions against the District.

## **8. COST PROPOSAL CONTENT:**

In order to facilitate the evaluation of the proposals, firms shall format their proposals using the following sections. Failure to include the requested information in the requested format may result in a determination that the proposal is non-responsive. Proposals submitted in response to this RFP shall contain minimal general brochure type information and shall be a maximum of 30 two-sided pages. The Attachments contained in this RFP, table of contents, and tabs are not counted toward the page maximum. The cost proposal shall be included as described in section 9 of this RFP.

A.	<b>STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE) – ATTACHMENT A</b> Fill out and include Attachment A found in the RFP
B.	<b>CERTIFICATE OF NON-COLLUSION – ATTACHMENT B</b> Fill out and include Attachment B found in the RFP
C.	<b>EXECUTIVE SUMMARY</b> A brief summary of the key characteristics of the proposal is required
D.	<b>FIRM’S BACKGROUND INFORMATION</b> Background information should describe in general the firm’s history and its experience in the various types of services provided. Firm should also provide information on the financial strength of the firm.  List contracts terminated (partially or completely) by clients for convenience or default within the past three years. Include contract value, description of work, sponsoring organization, contract number, name of inspector, and name and telephone number of contracting entity.
E.	<b>CONTRACT UNDERSTANDING</b> Provide specific and detailed information and methods on how the work will be completed to fulfill the requirements of the contract. Include a schedule and any relevant information related to this RFP that makes the firm the most qualified.
F.	<b>FIRM EXPERIENCE</b> Provide specific information on the firm’s experience, particularly in providing legal services to special districts or local government agencies in California; and experience handling litigation matters, including areas of expertise and significant cases.
G.	<b>CONTRACT STAFF</b> Identify the Contract Manager and specific staff with the firm who will be utilized for meeting the requirements of the scope of services. For all contract team members, describe specific services they will perform, and illustrate clearly the applicability of the individual’s background, education, and experience to his or her assigned role. Provide resumes for the Contract Manager and personnel.
I.	<b>QUALITY ASSURANCE/QUALITY CONTROL</b> Describe how quality assurance and quality control will be provided for the project. Identify the individuals that will be involved in QA/QC services and at what milestones they will be provided. If your firm has a structured Quality Assurance/Quality Control Program, describe it briefly, showing how it will be applied to the project. Provide information on your plan to manage the schedule and budget and provide updates to the District.
J.	<b>EXCEPTIONS</b> Please include a statement regarding exceptions to the sample contract. If no exceptions are included, the District will expect the firm will be able to sign the District’s contract and provide the required insurance and indemnification.

**9. FORMAT OF COST PROPOSAL:**

The firm must itemize all costs, including hourly rate for general counsel services, litigation services (including hourly rates for partners, associates, paralegals, etc.), and any direct costs chargeable to the District. Prices quoted shall be valid for at least one hundred and twenty (120) days following the proposal submission deadline and if an agreement is entered into as a result of this RFP, shall become fixed for the term of the agreement.

The District shall be the sole arbiter in the determination of equality. The District reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the District.

## 10. SELECTION PROCESS, CRITERIA AND SCORING

A committee comprised of District Board members/District staff will evaluate proposals based on the selection criteria described in the RFP. The committee's top rated firms will be scheduled to interview with the Board of Directors in closed session, tentatively scheduled for October 2022.

Following interviews, the Board will make an award in open session. Firms should submit information sufficient for the District to easily evaluate proposals with respect to the selection criteria. The absence of required information shall cause the proposal to be deemed non-responsive and shall be cause for rejection.

Proposals will be scored on the following selection criteria:

<b>SELECTION CRITERIA</b>	<b>MAXIMUM POINTS</b>
Firm's Background Information	20
Contract Understanding	15
Firm's Experience and Staff	40
Quality Assurance/Quality Control	15
Office Location	10
Total Points Possible	100

## 11. AGREEMENT:

- A. Time is of the essence in awarding the agreement. The District reserves the right to cancel any intent to award and proceed to the next firm if the selected firm has not signed the agreement within two (2) weeks after the notification of intent to award.
- B. Execution of Contract
  - a. Upon the acceptance of a firm's proposal, the District will prepare and submit an agreement to the successful firm for signature. In the event that the successful firm fails, neglects or refuses to execute the agreement within two (2) weeks after receiving a copy of the agreement from the District, District may at its option terminate and cancel its action in awarding the agreement and the agreement shall become null and void and of no effect.
  - b. Incorporated by reference into the agreement which is to be entered into by the District and the successful firm pursuant to this proposal will be (a) all of the information presented in or with this proposal and the firm's response thereto, and (b) all written communications between the District and the successful firm whose proposal is accepted.

## **12. REJECTION OF PROPOSALS:**

The RFP does not commit the District to award an agreement, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The District reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the RFP in part or in its entirety, if it is in the best interest of the District to do so. The District may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiation.

Any proposal submitted during this RFP process becomes the property of the District. The District will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel.

## **13. GENERAL CONDITIONS:**

While the intent of the District is to award the agreement to the selected firm, it reserves the right to both either withdraw and/or not award an agreement at any time it so desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

### Limitations

- 1) The firm should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The firm should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.
- 2) The District has the authority to terminate the agreement upon written notice to the firm at any time during the period of the project if the District finds that the firm's performance is not satisfactory.

## **14. LIST OF ATTACHMENTS:**

Attachment A - Proposal Summary and Statement of Responsibility (signature page)  
Attachment B - Certificate of Non-collusion  
Attachment C – Insurance Requirements



**ATTACHMENT A  
STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)**

This Statement of Responsibility (Signature Page) shall be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

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**Firm Authorized Representative**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

**RFP Contact Information (if different than above)**

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Certifications:**

1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?

YES     NO

2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 120 days after the proposal is opened?

YES     NO

3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, which if falsified, shall entitle the District to pursue any remedy authorized by law, and shall include the right, at the option of the District, of declaring any agreement made as a result thereof to be void.

YES    NO

4. Do you agree to provide the District with any other information the District determines is necessary for accurate determination of your qualifications to provide services?

YES    NO

5. Do you agree that the proposal amount includes all costs incident to the proposed contract?

YES    NO

6. Do you acknowledge receipt of any and all addenda issued for this RFP?

YES    Not Applicable (No Addenda Issued)

Please list all addenda received:

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To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative: \_\_\_\_\_  
(printed name)

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

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

**ATTACHMENT B  
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certifications, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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Name of Proposer

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Signature of Authorized Representative

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Date

## ATTACHMENT C INSURANCE REQUIREMENTS

### **Minimum Scope and Limit of Insurance**

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering, Code 1 (any auto), or if FIRM has no owned autos, Code 8 (hired) and 9 (non-owned, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

**Workers’ Compensation** insurance as required by the State of California, with statutory limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease, if at any time FIRM shall have employees.

**Professional Liability (Errors and Omissions) Insurance** appropriate to the FIRM’s profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by FIRM in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

*Additional Insured Status*

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

If FIRM maintains broader coverage and/or higher limits than the minimums shown above, GVRD requires and shall be entitled to the broader coverage and/or the higher limits maintained by FIRM. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to GVRD.