

# Request for Proposals

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**For Legal Services Related to the  
California High-Speed Rail Project**

**Madera Valley Water Company**

**Issue Date: April 14, 2021  
Response Date: April 23, 2021**

# Request for Proposals

## For Legal Services Related to the California High-Speed Rail Project.

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#### I. Introduction and Background

The Madera Valley Water Company (“Company”) is a non-profit mutual benefit corporation located in an unincorporated area of Madera County. The Company is a private water company which provides potable water service to its shareholders. The Company currently has approximately 1,950 shareholders and serves approximately 9,000 residents. The California High Speed Rail Authority (“Authority”) project currently being constructed in the Central Valley (the “Project”) bisects the Company’s water system requiring the relocation of several of the Company’s facilities.

The Company and Authority have entered into an Agreement for the relocation of these facilities, the costs of which will be paid for by the Authority including costs for work performed by the Company. All reimbursements from the Authority to the Company must be determined and allowable in accordance with 48.C.F.R. Part 31, Sub-Part 31.7, and U.S. OMB Circular A-122, Cost Principles for Non-Profit Organizations. Some of the work to be performed by the Company will include work done by an independent Attorney (“Consultant” or “Attorney”), contracted by the Company in compliance with the procurement procedures set forth in 49 CFR Sub-Title A Section 18.36. All reimbursable work under the Agreement must also comply with the Authority’s standard conditions which are set forth in the Relocation Agreement No.1 and Attachments thereto, attached hereto and incorporated herein by this reference as Attachment 1.

This Request for Proposal (“RFP”) describes the required scope of services, proposal submission process, minimum information that must be included in the proposal, and consultant selection process. Failure to submit information in accordance with these requirements and procedures may result in disqualification.

#### II. Scope of Services

The relocation of Company facilities required by the Authority’s Project will be done in multiple phases over a period of approximately three years (the “Relocation Project”). The construction work will be completed by the Authority’s contractor. The primary work to be performed by the Attorney to provide advice to Company on the performance of the Relocation Agreement #1. It is anticipated that most of the services to be performed by the Attorney will be done in phases over the length of the approximately three-year relocation period. All services performed by Attorney shall be performed by an attorney in good standing with the California Bar.

The Scope of Services to be provided by Attorney may include, at a minimum, the following:

##### A. Perform the following:

1. Review, draft, and negotiate contracts and leases

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2. Advise on organization legal issues
3. Advise on individual labor and employment matters
4. Review personnel, fiscal and other policies, as well as corporate by-laws
5. Attend Board of Directors and Committee meetings as necessary
6. Advise on government grant and contract issues
7. Advise on responses to subpoenas, court orders, and requests for information from third parties
8. Defend lawsuits, administrative claims, or other legal claims
9. Conduct litigation as necessary
10. Other legal services as needed

B. Be prepared to provide requested services for a period of three (3) years. Company anticipates the requested services will be needed from time to time over the period. Company will inform Consultant when Consultant is needed to review.

C. Possess the following knowledge, skills & experience:

1. Experience advising nonprofit organizations.
2. Experience advising clients conducting similar programs and government-funded services

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#### III. Pre-Submission Activities

##### A. Questions Concerning Request for Proposals

All questions regarding the RFP should be submitted electronically by 3:00 PM PST on April 16, 2021 to:

[gregrodgers@mvlc.net](mailto:gregrodgers@mvlc.net)

Subject line: Questions for RFP: Legal Services.

##### B. Revision to the Request for Proposals

Company reserves the right to revise the RFP prior to the date the Proposals are due. Revisions to the RFP shall be sent to all potential Proposers. Company reserves the right to extend the date by which the Proposals are due.

#### IV. Submission of Response to RFP

Responses to the RFP may be submitted either electronically or by mail no later than 3:00 p.m. PST on April 23, 2021. The Company will not accept any proposals after the deadline date and time. If proposals are submitted by mail, the Proposer should mail the proposal in enough time to ensure delivery prior to this deadline. Anyone who chooses to submit a proposal via mail or courier service does so at their own risk and should confirm with the Company that the proposal was received.

All proposals submitted electronically should be sent to: [gregrodgers@mvlc.net](mailto:gregrodgers@mvlc.net) with: Response to RFP: Legal Services.

All proposals submitted by mail should be addressed to:

Madera Valley Water Company  
Attn: Greg Rodgers, General Manager  
18454 Road 26  
Madera CA 93638

marked: Response to Request for Proposals; Madera Valley Water Company Legal Services

#### V. Content and Organization

##### A. General.

Proposals should be limited to specific discussion of the elements outlined in this RFP. It is the intent of the Company that the proposals will give the Company an

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understanding of each consultant's experience and qualifications related to appointment as Company's Legal Services.

#### B. Submittal Layout.

The organization of the proposal shall follow the general outline below:

1. Transmittal Letter.
2. Introduction.
3. Qualifications.
4. Consultant(s) and Sub-consultant(s) Staff.
5. Qualifications: Licensure.
6. Fee Schedule.

#### C. Description of Submittal Layout.

##### 1. Transmittal Letter.

a) Contact Information. The Transmittal Letter should identify the Proposer(s) and include the name, title, address, phone number and email address of each individual who may be contacted during the proposal evaluation period.

b) The Transmittal Letter should also include the name, title, contact information and signature of each person with the authority to negotiate on behalf of and to contractually bind the Proposer.

c) Page Limitation. The Transmittal Letter may be up to two pages.

##### 2. Introduction.

a) The Proposer should provide an overview of their qualifications and experience of the type or potential types of work that may be performed and provide an understanding of the roll of contract Attorney.

b) The Introduction may not exceed one page.

##### 3. Qualifications.

a) This section may include a brief statement to show the Proposer's experience and understanding of the services to be performed as the Company's Attorney.

b) This Section not to exceed one page.

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4. Consultant, Sub-contractor of the consultant, and/or Staff.

a) This section should describe the qualifications and experience of each professional who will have input or participate in performing legal services.

b) This section not to exceed one page.

5. Qualifications: Licensure or Certification

a) This section provide evidence that the consultant and/or the subcontractors of the Consultant is/are attorneys in good standing with the California Bar.

b) Maximum of one (1) page per staff or team member.

6. Fee Schedule.

a) Should include a current billing rate schedule<sup>1</sup> for the Consultant and subcontractor(s) of the Consultant.

b) Maximum of four pages.

## VI. Proposal Evaluation and Selection.

A. Eligible firms shall be those with appropriate, recent experience and demonstrated knowledge of water distribution systems operation and maintenance.

B. Initial Evaluation.

1. Upon receipt of proposals, Company Staff will conduct a technical evaluation and scoring of each proposal. Company Staff will use the following criterion:

- a) Understanding of the requirements of the RFP (20%).
- b) Qualifications and experience (30%).
- c) References (10%).
- d) Price (40%).

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<sup>1</sup> Rate schedule information to be used to determine a fair and reasonable rate to comply with 49 CFR Subtitle A § 18.36 (d)(3)(v).

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#### 2. Selection.

If Company Staff judges multiple proposals to be of equal value, oral presentations of the proposals may be requested. Once Company Staff has selected a proposal, Company Staff will enter into negotiations with the Proposer to develop an agreement for consulting services. Final approval of any agreement must be made by the Board of Directors.

#### **VII. General Conditions.**

- A. RFP - Not a Contract or Offer. The Request for Proposals is not a contract or offer for an award of a contract and does not commit the Company to award a contract or to procure or contract for consulting services.
- B. Rejection. The Company reserves the right to reject any and all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the suitability of any Proposer to perform the services to be rendered pursuant to this RFP. The Company further reserves the right to withdraw this RFP at any time without prior notice and reserves the right to modify the RFP or the schedule described therein at any time without any further notice.
- C. Consideration/Award. As described above, the Company may ask finalist to present oral briefings of their proposals. Finalists may also be required to participate in negotiations and to submit such price, technical, or other revisions to their proposals as may result from said negotiations. The Company further reserves the right to award the contract to any person or firm based on said person or firm's unique qualifications to perform the services of preparing the projects described herein. The Company further reserves the right to amend this RFP, in writing, and said amendment shall be considered part of the RFP.
- D. Written Agreement Required. Once the Company has completed evaluation of the proposals and negotiated with the selected consultant, the product of said negotiations shall be rendered to a written agreement which must be approved by the Board of Directors of the Madera Valley Water Company. Any modifications of said agreement must also be in writing and approved by the Board of Directors of the Madera Valley Water Company. No prior, current, or post award, verbal conversations or agreement(s) with any officer, agent, or employee or other representative of the Company will serve as a modification of any terms or obligations of the RFP or any contract resulting from the RFP unless set forth in writing and approved by the Madera Valley Water Company Board.
- E. Pre-contractual Expense. The Company shall not be liable for any pre-contractual expenses incurred by any Proposer or selected consultant. Those expenses



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include, but are not limited to, costs of preparing proposals in response to this RFP; negotiations with the Company on any matter related to the RFP; costs of negotiating or preparing a contract related to the RFP, or any other expenses incurred by consultant or Proposer prior to the effective date of any agreement approved by the Board of Directors of the Madera Valley Water Company. No per-contractual expenses will be included in the Contract.

By submitting an RFP, Proposer certifies that neither Proposer, nor any sub-contractors or other persons working on the projects described in the RFP on behalf of the Proposer, appear on the Controller General's list of ineligible contractors for federally assisted projects.

- F. Confidentiality and Public Record. Until the award of the contract, the Company will hold all proposals received in response to this RFP in confidence and unavailable for public review. Upon award of a contract to the successful Proposer, the Company will consider all proposals public records. No proposal will be returned after the date and time set for the opening thereof.
- G. Insurance Requirement. Insurance Requirements The minimum insurance requirements are: \$2M for Commercial General Liability insurance, \$1M for Automobile Liability insurance (including Additional Insured endorsement for both General Liability and Automobile Liability insurance) \$1M for Workers' Compensation insurance and \$1M for Professional Liability (Errors and Omissions) insurance.
- H. Independent Contractor. Consultant shall be acting at all times as an independent contractor and not as an employee of Company. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Company or otherwise act on behalf of Company as an agent. Neither Company nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of Company. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold Company harmless from any and all taxes, assessments, penalties, and interest asserted against Company by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold Company harmless from any failure of Consultant to comply with the applicable worker's RFP NO.17-12-C01400 Page 19 of 37 compensation laws. Company shall have the right to offset against

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the amount of any fees due to Consultant under this Agreement any amount due to Company from Consultant as a result of Consultant's failure to promptly pay to Company any reimbursement or indemnification arising under this paragraph.

- I. Equal Employment Opportunity and Affirmative Action Requirements. The Proposers shall provide a Statement of Equal Employment Opportunity / Affirmative Action. The consultant and each subcontractor shall not discriminate in the employment of persons on the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference or sex of such persons except as permitted by Section 12940 of the California government Code. The consultant is expected to maintain policies similar to those of OCWD regarding equal employment opportunities and Affirmative action as set forth in OCWD's Administrative Policies.

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**A1. Attachment 1: Relocation Agreement No. 1**