

# Request for Proposal

## Marina Coast Water District

*The Marina Coast Water District wishes to contract for legal assistance on personnel and employment matters*



Proposals due

**5:00pm  
May 2, 2011**

Proposals should be sent electronically to:  
Jean Premutati at  
[jpremutati@mcwd.org](mailto:jpremutati@mcwd.org)

Proposals sent by mail must be directed to:  
Marina Coast Water District  
11 Reservation Road  
Marina, CA 93933  
ATTN: Jean Premutati

## **Introduction**

Marina Coast Water District (District) is requesting proposals to provide legal assistance on Personnel and Employment Matters of the District. The District is located just north of the Monterey Peninsula and serves approximately 8,000 customers in the diverse communities of Marina and the Ord Community (former Fort Ord). The District provides high quality water, wastewater and recycled water services through management, conservation and development of future resources at reasonable costs. The District is governed by a five-member Board of Directors who serve four-year terms.

The District is leading the planning and permitting process for an area of water supply facilities known as the Regional Water Project to solve the needs of the Monterey Peninsula and North Monterey County.

The District has thirty-five (35) full-time employees in the following classifications: union represented hourly employees; represented hourly employees; temporary or contract hourly employees; and exempt represented and non-represented employees.

### **I. Scope of Services**

The District is seeking proposals from qualified legal firms with a comprehensive understanding of the public sector and applicable laws to assist the District in the areas of personnel and employment matters. The services will include, but not be limited to: disciplinary/grievance advice, collective bargaining, complaints of harassment/discrimination and responses, if necessary, as well as internal investigations, review of policies, Memorandums of Understanding (MOU's), employment contracts, assist District in response to future human resources needs and requirements, preparation and presentations to the Board of Directors, management staff and/or union representatives at Closed Sessions, Regular and Special Board meetings, Hearings, and Union Negotiation meetings, with advance notice.

Additionally, should matters outside the scope of services be necessary, the District reserves the right to negotiate new terms and conditions of an agreement.

### **II. Proposal Requirements**

The proposal should provide a straightforward, concise description of your firm's capabilities to satisfy the requirements of Personnel Legal Counsel for the District. The proposal should contain the following minimum information:

- A. Introduction – an introductory description of the services offered by the personnel legal firm.

- B. Legal service references.
- C. Scope of Services – provide your approach to accomplish this work as described in Section I of this RFP entitled Scope of Work.
- D. Legal team qualifications.
- E. Consultant Services Agreement.
- F. Costs.

**III. Legal Service References (references of at least three (3) current clients)**

Please include the name and type of firm, address, main contact, and telephone number including the scope of work performed.

**IV. Legal Team Qualifications**

Provide experience and qualifications of the team member(s) performing legal services including a description of in-house quality control assurance.

**V. Consultant Services Agreement**

A copy of your company's consulting services agreement must be included in the proposal.

**VI. Costs**

A detailed breakdown of billing rates and expenses should be included in the proposal, but the cost of proposal preparation shall not be chargeable in any manner to the District.

**VII. Selection Process**

The District management staff will review the proposals submitted. All proposals will be evaluated uniformly for final selection, which will be based on analysis of the qualifications and proposals.

Although interviews will not be required as a condition of submitting a proposal, the District reserves the right to request additional information or interview some or all of the proposing firms if necessary to obtain additional information that the District considers necessary to fully evaluate a proposing firm's qualifications.

The District also reserves the right to: 1) request clarification or additional information from any proposing firm at any time; 2) waive immaterial defects or minor irregularities

in a proposing firm's responses to this request for proposal; 3) suspend or reopen the request for proposals process; and 4) reject any or all responses and terminate the request for proposals process at any time.

### **VIII. Acceptance of Proposal**

Any consultant submitting a proposal thereby automatically agrees to each and all of the terms and conditions, provisions, and requirements set forth in this RFP.

No fax submittals will be accepted and late submittals will not be considered. Proposals must be received by 5:00pm on May 2, 2011.

### **IX. Additional Information to be Submitted by Selected Legal Firm**

All firms submitting a proposal will be expected to have or obtain and if selected, to submit the following additional information and qualifications as a condition of the District accepting and executing an engagement letter. The additional information and qualifications are as follows:

1. The selected firm, at its sole cost and expense, shall procure and maintain for the duration of the engagement, errors and omissions insurance in the minimum amount of \$1,000,000 for the benefit of the District and shall protect the District and its officers, officials, directors, employees, agents and volunteers from claims based on alleged errors or negligent acts or omissions which may arise from the firm's performance of the engagement, whether any such claim is made during or subsequent to the term of the engagement. The required errors and omissions policy shall be continued in full force and effect for a period of five years following the completion of the subject engagement. The selected firm shall provide to the District a certificate of insurance on a form acceptable to the District indicating the deductible or self-retention amounts of the expiration date of the policy, and shall provide renewal certificates within ten (10) days after expiration of each policy term. The insurance is to be placed with insurers licensed to do business by and in good standing with the California Department of Insurance with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to the District.
2. The selected firm, at its sole cost and expense, shall procure and maintain for the duration of the engagement the following types and limits of insurance:
  - a. General liability = \$2,000,000 per occurrence
  - b. Automobile liability = \$2,000,000 per occurrence
  - c. Worker's Compensation = statutory limits

The general and automobile policy(ies) shall be endorsed to name the District, its directors, officers, officials, employees and volunteers as additional insureds regarding liability arising out of the performance of services rendered under the engagement letter. The firm shall provide the District with an ISO CG 2010 endorsement form or equivalent. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, official's, employees or volunteers. The firm's coverage shall be primary and shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. The District's insurance, if any, shall be excess and shall not contribute with the firm's insurance. The workers' compensation policy shall be endorsed to include a waiver or subrogation against the District, its directors, officials, officers, and employees.

The insurance is to be placed with insurers licensed to do business by and in good standing with the California Department of Insurance, with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to the District. Prior to commencing the services provided for herein, the firm shall provide to the District original endorsements evidencing this insurance signed by a person authorized to bind coverage on behalf of the insurer(s). The certificates and policies shall provide that thirty (30) days' written notice of any material change, reduction of coverage or cancellation of the insurance policies will be provided to the District. The requirements as to the types, limits, and the District's approval of insurance coverage to be maintained by the firm are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the firm under the engagement letter. In addition, in the event any change is made in the insurance carrier, policies or nature of coverage required under this Agreement, the firm shall notify the District prior to making such changes.

3. The selected firm may not award or engage any outside consultant without the District's prior notification and approval. Any approved subcontractor shall be covered by the firm's insurance in accordance with the insurance requirements described in paragraphs 1 and 2 above.
4. The proposer represents that its key personnel listed in the proposal are licensed by the State of California and that all key personnel hold licenses to practice that are in good standing and that all such licenses will be kept in good standing during the term of the engagement letter.
5. The District will appoint the selected firm subject to renewal upon review by the District of the firm's previous year's service. The District may in its sole discretion terminate an engagement at any time and for any reason upon fifteen

(15) days' advance written notice to the firm. In the event of such termination, the District will compensate the firm for all work performed to the date of termination as calculated by the District based on the fees described in the applicable engagement letter. Compensation under this provision shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of the bargain.

6. All legal services will be performed in compliance with all applicable federal, state and local laws and regulations. The firm must possess and maintain all licenses, certificates and permits necessary to perform the legal services.

**X. Deadline**

The deadline for proposals is 5:00pm May 2, 2011 and should be sent electronically to: Jean Premutati, Management Services Administrator at [jpremutati@mcwd.org](mailto:jpremutati@mcwd.org) or by mail to:

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Marina, CA 93933  
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