



REQUEST FOR PROPOSALS

FOR

Legal Services

May 03, 2018

Capital SouthEast Connector
10640 Mather Boulevard, Suite 120
Mather, CA 95655
(916) 876-9094
www.ConnectorJPA.net

SUMMARY

- Proposal Due Date:** **June 1, 2018, by 4:00 p.m.**
Proposal packages received after the time and date stated above will be returned unopened to the consultant.
- Submittals:** Three (3) paper copies of the proposal along with either a compact disc or flash drive containing an electronic copy of the proposal in Adobe *.pdf format.
- Addressed to:** Derek Minnema
Executive Director
Capital SouthEast Connector
10640 Mather Boulevard, Suite 120
Mather, CA 95655
- Notification List:** The full content of the RFP is available through the JPA website (www.connectorjpa.net). If addendums are necessary, they will be posted onto the JPA website as well. Prospective proposers are asked to send an e-mail to Kimberlee Marlan at marlank@saccounty.net so that the firm can be added to a notification list to directly receive any addendums, changes or responses to written inquires.
- Pre-proposal Meeting:** A pre-proposal meeting is not scheduled.
- Inquiries:** Requests for clarification regarding this RFP must be submitted in writing via e-mail to Kimberlee Marlan at marlank@saccounty.net and received no later than **May 14, 2018, by 4:00 p.m.** Direct contact with JPA staff for the purposes of discussing this RFP will not be accommodated during the solicitation.
- Funding:** Funding will be from local Measure A funds and local Member Jurisdiction contributions.
- DBE Requirements:** None
- Anticipated Consultant Selection Schedule:** Proposals due: June 1, 2018
Proposal review and evaluation: Through June 8, 2018
Potential interviews: June 11 – June 12, 2018
Contract Approval: Anticipated at the JPA Board Meeting on June 22, 2018

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1. INTRODUCTION

Description of the Capital SouthEast Connector

The planned Capital SouthEast Connector Project (Connector) is a 34-mile limited-access roadway spanning from the Interstate 5 / Hood-Franklin interchange, south of Elk Grove, to U.S. 50 at the new Silva Valley Parkway interchange just east of El Dorado Hills Blvd. It will feature four traffic lanes, and accommodate bicycle, pedestrian, equestrian, transit, truck and automobile travel.

The Connector study area is generally bounded by I-5 on the west, the Urban Services Boundary and Kammerer Road on the south, Grant Line and White Rock Roads on the east, and U.S. 50 on the north. Within unincorporated Sacramento County, the corridor passes through the Franklin-Laguna, Vineyard, and Cosumnes communities. Within unincorporated El Dorado County, the corridor is located in the El Dorado Hills community.

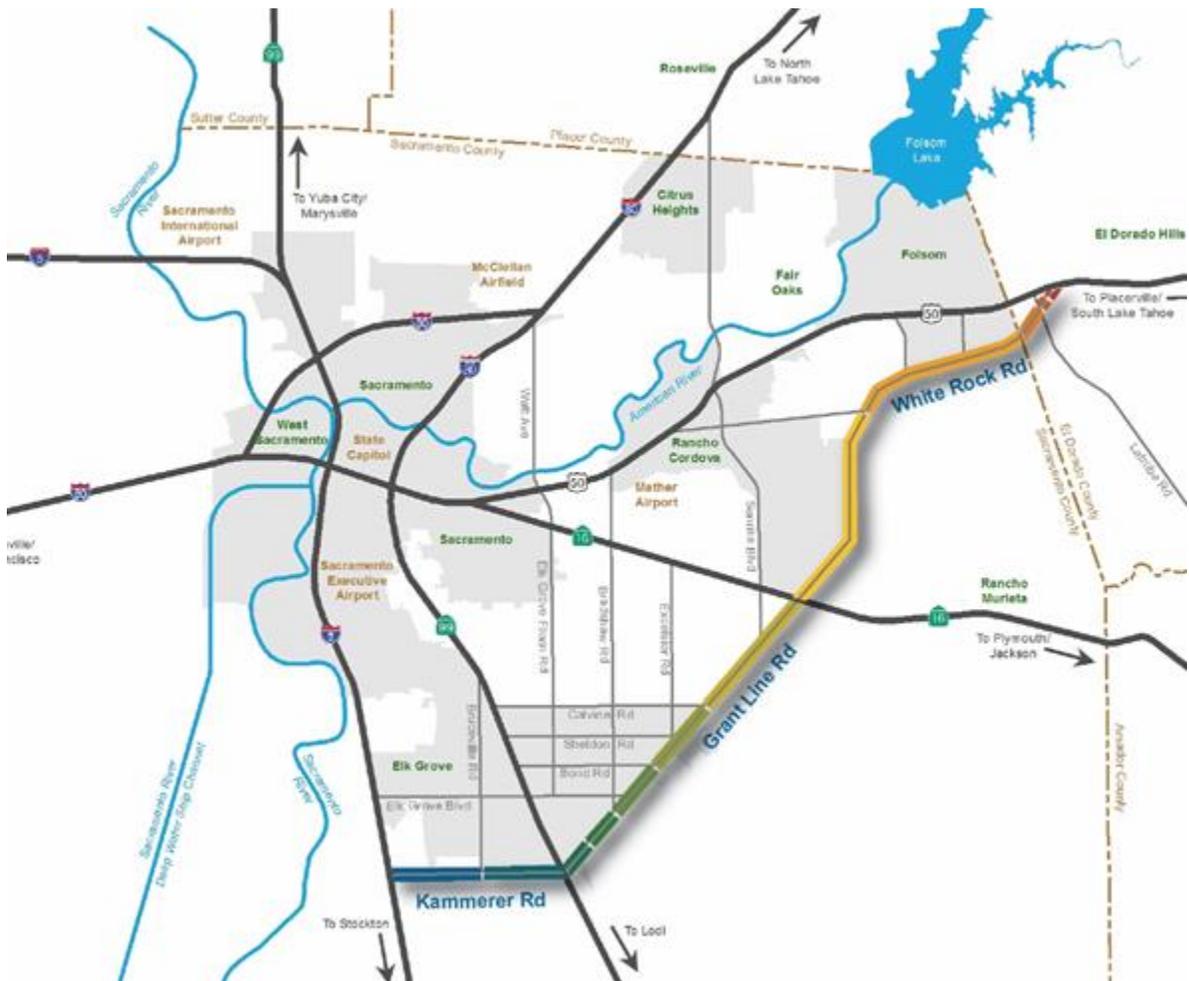


Figure 1: Connector Vicinity Map

Description and Role of the Joint Powers Authority

The Connector is managed by a Joint Powers Authority (JPA) that includes the cities of Folsom, Elk Grove, and Rancho Cordova, and El Dorado and Sacramento counties. The JPA was formed in December, 2006 when the cities and counties formalized their collaboration to proceed with planning, environmental review, engineering design and development of what was initially called the Elk Grove-Rancho Cordova-El Dorado Connector Project. Up to that point, the Sacramento Area Council of Governments (SACOG) had overseen the early planning stages.

The JPA and its governing Board of Directors have moved ahead with planning, environmental review, and engineering design of the Connector. As the project advances, key decisions made by the JPA Board will also be reviewed by each member agency's governing body (i.e., City Council or Board of Supervisors). Each member agency also commits staff to serve on the Connector's Project Development Team (PDT) to help coordinate JPA operations and address technical issues.

Past Work to Date

Since being formed in 2006, the JPA has prepared a Program-level Environmental Impact Report (PEIR) for the Connector Project. The PEIR was certified by the JPA Board, on March 7, 2012, and a project route was selected, consisting primarily of Kammerer, Grant Line, and White Rock Roads.

In 2013, the JPA adopted a Plan of Finance and Project Design Guidelines. In 2014, the Connector was adopted into the General Plan of Sacramento County and the Folsom Plan Area Specific Plan. In 2015, the Connector was adopted into the General Plan of the City of Elk Grove and the City of Rancho Cordova. In 2015, the Project Design Guidelines were updated.

In the past 2 years numerous segments have completed CEQA. Several segments have been constructed including the SR 99 / Grant Line Road Interchange, Grant Line Road Widening and Grade Separation Project, the White Rock Road Reconstruction Project, and the U.S. 50 / Silva Valley Parkway Interchange.

2017 Accomplishments

Snapshot of funding achievements in 2017:

- Submittal of a federal INFRA grant with the full support of our five member jurisdictions, SACOG, Caltrans, several private-sector associations and organizations, and every state and federal representative who represents this project.
- Unanimous approval by the STA board to advance up to 10 percent of current contract funds for project expenditures.
- Unanimous approval by the El Dorado County Board of Supervisors to provide funding for final design in Segment E1.
- Submittal of multiple joint applications (in collaboration with Elk Grove, Folsom and Sacramento County) to the STA for a competitive grant under the SB 1 Local Partnership Program being managed by the California Transportation Commission.

Snapshot of tangible milestones for project momentum and readiness:

- Completing two environmental documents in 2017 (Segments B2 and D2).
- Beginning right of way acquisition in Elk Grove and in Folsom.
- Entering into a Construction Manager/General Contractor (CM/GC) contract for Segment D3.
- Taking the lead for environmental clearance of the Kammerer Road project and moving forward with a single alignment.
- Beginning our compliance with our 404 permit Conditions of Approval by mitigating archaeological resources.
- Approval to enter into a Mitigation Funding Agreement for the first purchase of credits through the South Sacramento Habitat Conservation Plan.

2. PURPOSE OF THE RFQ

This Request for Proposals (RFP) has been issued by the JPA to solicit proposals from qualified consultants to provide general legal services to support the agency and its delivery efforts.

The selection will focus on identifying a law firm that has experience with large, visible projects that require a myriad of legal expertise, including litigation, CEQA compliance, right of way acquisition, construction contracts, and familiarity with the type of issues and potential problems associated with transportation planning agencies. Proposers are expected to show that they have specialized experience and technical competence. Consultants submitting proposals must show that they have the availability and variety of skills to support the requested services.

Costs of the preparation of consultant qualifications in response to this solicitation are the sole responsibility of the Consultant and will not be paid by the JPA.

3. REQUESTED SERVICES

Legal services are anticipated to include a variety of issues. The consultants(s) will receive general direction from JPA's Executive Director. Proposers should prepare their proposal with the following services in mind:

1. Representing the JPA in the administration of all claims and litigation filed by or against it; provided, however, that special counsel may be retained to defend or prosecute actions requiring special expertise; further provided that outside counsel shall be retained in the event of a conflict of interest which disqualifies the attorney from such representation.
2. Representing the JPA in monthly board meetings and providing legal review of all matters that are brought before the Board.

3. Provision of all legal advice to JPA through the Executive Director, Board Members, and other designated personnel as appropriate.
4. Monitoring and advising the Executive Director, Board members, and other designated personnel as appropriate, of legislation and case law affecting the JPA.
5. Provision of legal review and advice on documents, agreements, and responsibilities related to transportation planning, joint powers authority provisions, including both technical and funding provisions.
6. Representing JPA in the administration of all claims and litigation filed by or against it; provided, however, that special counsel may be retained to defend or prosecute actions requiring special expertise; further provided that outside counsel shall be retained in the event of a conflict of interest which disqualifies the attorney from such representation.
7. Rendering advice and assistance to the JPA's representatives on labor relation matters, review memoranda of understanding or other labor agreements, drafting implementation legislation or other pertinent documents and representation of the JPA before mediators or arbitrators on matters arising from memoranda of understanding or the JPA's personnel rules.
8. Rendering advice and assistance in the administration of the JPA's general liability risk management and insurance programs.
9. Rendering advice on the development and application of developer fees in a comprehensive plan of finance and associated finance mechanisms.
10. Monitoring activities of any special counsel retained by JPA.
11. Attendance at all JPA Board meetings, and other JPA meetings deemed necessary or as requested by the Executive Director of the JPA.
12. Attendance at staff level or committee level meetings deemed necessary or as requested by the Executive Director of the JPA.
13. Providing conflict of interest assistance to JPA and staff on behalf of the JPA and assisting members and staff in seeking advice from the Fair Political Practices Commission (FPPC).

4. PROPOSAL FORMAT AND CONTENT REQUIREMENTS

These guidelines were developed to standardize the preparation of proposals by consultants, to help assure consistency in format and content.

General Guidelines

Each page of the proposal must be numbered. Pages must have a minimum of 1" margins. All references to the maximum number of pages are to a single side, not including tabs or section dividers. The minimum font size for the body text shall be 10 point although 11 point is preferred. The use of 11"x17" sheets of paper is acceptable and will only be considered a single page. Divider tabs that follow the order specified below are encouraged and are not counted in the page count.

I Transmittal Letter (Not included in page count)

The Transmittal letter should be on the Consultant's letterhead and addressed to the JPA's Executive Director, as indicated on the Summary page of this RFQ. The letter shall be wet-signed, in blue ink, by an official or representative authorized to negotiate and contractually bind the Consultant firm with the JPA. Please also provide the telephone number, e-mail, and office location of the Consultant's point of contact for contract negotiation.

Required Statements

The following information is required as part of the Transmittal Letter (a separate page is acceptable):

Addendums: If an Addendum has been issued by the JPA, the Consultant must acknowledge receipt of the Addendum.

Duration: The Consultant shall provide a brief statement affirming that the proposal terms shall remain binding for ninety (90) days following the date proposal submittals are due.

Conflict of Interest: The consultant must disclose to the JPA any actual or perceived interests, direct or indirect, which could conflict in any manner or degree with the performance of services required. A potential conflict of interest may result from personal or business relationships, including but not limited to, prior or ongoing work on the Connector Project and/or work related to projects in the Connector Project area, such as contracts with counties, cities, developers, property owners, current or former clients, and other parties who may have a financial interest in the outcome of the Connector. At the JPA's discretion, a potential conflict of interest may be waived or factored into the final award decisions and/or a modified scope of work.

Standard Agreement: The consultant shall indicate his/her/its acceptability of the terms and conditions of the draft consultant agreement included as Attachment 1. Any requested deviations from the standard agreement should be noted with blue, underlined text for additions and red, strike-out text for deletions.

II Introduction and Understanding

The introduction should indicate the Consultant's basic understanding of the Connector JPA's requested services and the Consultant's understanding of the work required under the RFP. Provide detail which illustrates the Consultant's understanding of the overall Connector JPA's requested services and the challenges or requirements faced to provide those requested services.

III Qualifications and Experience

This section is intended for the Consultant to illustrate to the JPA the Consultant's ability to deliver the services requested through past experience and unique qualifications.

Firm and Staff profile: Provide an overview of your firm and key staff including services and expertise. Emphasize the abilities relevant to the specific services described in this RFP. Emphasize your working knowledge of the Connector JPA, the Connector Project, and the local agencies that are

members of the Connector JPA. Identify the locations of the offices where Key Staff would accomplish the work. If your firm's headquarters are not located in the Sacramento region, describe how the majority of the work can be conducted in close association with the JPA staff.

Consultant Qualifications and Experience: Provide a brief summary of past work or projects that the firm and Key Staff have completed. The summary should include:

- A brief description of the firm's experience with similar organizations;
- The proposal must include a list of references for similar clients. References should include client contact names, addresses, and phone numbers, descriptions of the type of work performed, approximate dates on which the work is completed and professional staff who performed the work. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor.
- Description and dates of services provided;
- Relevant aspects related to this RFP;
- Current status (i.e. active, completed, etc.);
- Key personnel involved; and,

IV Scope of Work

The Scope of Work will be the basis for the consultant agreement and should contain a detailed outline for the required services. The Scope of Work should include all required tasks, as either proposed or optional services. The Scope of Work should indicate key assumptions made to develop the scope, describe the methodology to be used, specific work to be performed, outcomes and deliverables.

V Additional Relevant Information

Provide additional relevant information that may be helpful in the selection process.

VI Appendix (Not included in page count)

- A. Resumes of Key Staff only - Resumes of Key Staff to be assigned to the project should include a brief biography of the individual's experience, their registration information (if applicable), their education, professional affiliations and information on specific projects the individual has been involved with, clearly showing and highlighting relevant experience. Resumes can be two pages each, maximum.

Cost Proposal

It should be noted that the JPA's Board of Directors determines the annual budget for legal services. In the past, the budget has been \$200,000/year.

The proposal should not include cost or rate information. A separate, sealed Cost Proposal shall be submitted with the proposal which details the consultant team's billable rates, estimated hours, and other direct costs. The cost proposal must identify the Key Staff identified in the organizational chart and other classifications that will be billed.

5. EVALUATION AND SELECTION

The Secretary of the JPA Board will review the proposals for compliance with the requirements of the RFP. Each proposal will be reviewed to determine if it meets the requirements contained in “PROPOSAL FORMAT AND CONTENT REQUIREMENTS.” The JPA may reject any proposal if it is conditional, incomplete, or contains irregularities. The JPA may waive an immaterial deviation in a proposal. A waiver of an immaterial deviation shall not modify the proposal documents, and it shall not exempt the consultant from any terms of an executed consultant services agreement, should one be awarded.

The Executive Director will then lead a ranking committee, comprised of qualified individuals who will evaluate submitted proposals. The evaluation worksheet will be similar to the sample worksheet is shown below.

EVALUATION WORKSHEET				
	WRITTEN PROPOSAL	MAXIMUM POINTS	REVIEWER SCORE	REVIEWER NOTES
I	Compliance with General Guideline requirements of RFP	10		
II	Introduction – Proposers understanding of overall JPA's goals with regard to the requested services	10		
III	Qualifications & Experience – Proposer's demonstrated qualifications and experience of the firm and key staff	30		
IV	Understanding and Approach to performing services – Proposer's understanding of the JPA program and the approach to successfully providing the needed services.	40		
	References	10		
	Total:	100		

In the event that oral interviews are held, the JPA shall evaluate each Proposer's interview performance using the criteria and weights set forth above and add together each Proposer's scores on the written proposal and oral interview to determine the Proposers' final scores. Aside from the selection process described herein, Consultants or their representatives are prohibited from attempting to influence this selection process by contacting Selection Committee members, elected officials, JPA

staff, or other individuals and entities involved in selecting the Consultant or awarding the consultant agreement(s). Any such attempt to influence selection outside of the prescribed process will be grounds for disqualification.

6. GENERAL CONDITIONS

Limitations

This RFP does not commit the JPA to award a contract or to procure a contract for services or supplies. The JPA is not responsible for any costs incurred in the preparation of proposals in response to this request, as further explained below. The JPA expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. The JPA reserves the right to withdraw this RFP at any time without prior notice. Furthermore, the JPA reserves the right to modify the RFP schedule.

Until a final ranking of consultants is prepared, the proposals shall be held in confidence and shall not be available for public review. No proposal shall be returned after the date and time set for the opening thereof. All proposals shall become the property of the JPA, and shall be subject to disclosure following the award of a contract, pursuant to the Public Records Act.

RFP Addendum

Any changes to the RFP requirements will be made by written addenda issued by the JPA and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

Pre-contractual Expenses

Pre-contractual expenses include any expenses incurred by proposers and selected contractor in:

1. Preparing proposals in response to this RFQ.
2. Submitting proposals to the JPA.
3. Negotiations with the JPA on any matter related to proposals.
4. Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, the JPA shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFQ. The JPA shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

Signature

The proposal shall provide the following information: name, title, address, e-mail address, and telephone number of the individual with authority to bind the consultant or consultant team and also

who may be contacted during the period of proposal evaluation. The proposal shall be wet-signed by an official authorized to bind the consultant or consulting team and shall contain a statement to the effect that the proposal is a firm offer and remains in effect for at least a ninety (90) day period.

Contract Arrangements

1. Title VI of the Civil Rights Act of 1964: The consultant must agree to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.
2. Equal Employment Opportunity: In connection with the performance of the contract, the consultant shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national original. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Conflict Of Interest

Consultants and consultant firms submitting proposals in response to this RFQ must disclose to the JPA any actual, perceived, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consultant services to be awarded pursuant to this RFP. If the consultant has no conflict of interest, a statement to that effect shall be included in the transmittal letter.

Insurance Requirements

The successful consultant shall provide a summary of the firm's insurance coverage for Comprehensive General Liability, Automotive Liability, Professional Liability, and Worker's Compensation. The limits of insurance coverage shall be as specified in the JPA's Draft Consultant Agreement in Attachment 1.

7. ATTACHMENTS

Attachment 1 – Sample Consultant Agreement