



## **Request for Qualifications**

**For**

**Legal Services Specific to Water Law  
At The Local, State (Texas), and Federal Levels**

**Riverbend Water Resources District**

**Issue Date: July 5, 2018**

**Response Deadline: August 7, 2018, 3:00 p.m.**

**REQUEST FOR QUALIFICATIONS  
LEGAL SERVICES RELATED TO CONTRACTUAL WATER ISSUES  
AT THE LOCAL, STATE, AND FEDERAL LEVELS**

**I. INTRODUCTION**

**A. General Information**

1. Riverbend Water Resources District (hereinafter “RIVERBEND”) is located in Bowie, Cass, and Red River Counties and is chartered by the Texas Legislature (2009) as a conservation and reclamation district created under and essential to accomplish the purposes of Section 59, Article XVI, Texas Constitution, as set forth in Title 6, Special District Local Laws Code, Subtitle L, Municipal Water Districts, Chapter 9601, with statutory powers including the authority to acquire any and all storage rights and storage capacity in a reservoir or other water source inside or outside the boundaries of the district, and to acquire the right to take water from that reservoir or source, subject to the rights or permits held by municipalities or other persons. A primary goal of RWRD is to provide a sustainable water supply for water user groups within the region.
2. RIVERBEND is in need of certain legal services as more fully described below (hereinafter “Services”). This Request for Qualifications (hereinafter “RFQ”) is intended to secure one or more qualified and affordable individual(s)/firm(s) to provide potentially all, part or none of such services. This is an RFQ to select service providers to meet the service needs of RIVERBEND. It consists of this transmittal only, and contains the instructions for the preparation of quotes, costs breakdown, minority business enterprise inquiry, and timeframe. Cost breakdowns in any quote shall include an hourly rate for each employee, inclusive of all direct costs, for services to be provided. Any quote should also include the qualifications to be required of each person designated to perform billable services.
3. Respondents are to submit a written quote that presents the Respondent’s qualifications, understanding of work to be performed, and description of fees. The Respondent’s quote should be prepared simply and economically and should provide all the information pertinent to its qualifications that respond to the Scope of Services listed herein.
4. Individual(s)/firm(s) responding to this RFQ should have a knowledgeable background and have experience in providing general legal services, as well as experience in state and federal water law. Interested firms must submit the following materials by **Tuesday, August 7, 2018 by 3:00 PM** to be considered:
  - a. One (1) original and nine (9) copies of the proposal;
  - b. One (1) pdf version on a flash drive of the proposal;

- c. Respondents should send or hand-deliver the completed proposals to the following address:

**RIVERBEND WATER RESOURCES DISTRICT**  
**Attention: Elizabeth Fazio Hale,**  
**Executive Director/CEO**  
**228 A Texas Avenue**  
**New Boston, TX 75570**

5. The District reserves the right to terminate this process at any time and no guarantee is expressed or implied that obligates the District to contract service(s) for the proposed project(s).
6. The District reserves the right to reject any or all proposals submitted. There is no expressed or implied obligation for the District to reimburse responding individual(s)/firm(s) for any expenses incurred in preparing proposals in response to this request.
7. The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether or not that proposal is selected.
8. Inquiries concerning the request for proposals may be made to:  
**Elizabeth Fazio Hale**  
**lizfazio@rwr.org**
9. After evaluation by the selection committee, a recommendation will be made to the Riverbend Board of Directors for approval. Upon approval by the board of directors, negotiations will commence with the selected firm. If a satisfactory contract cannot be negotiated with that firm, Riverbend shall formally end negotiations with that firm and consider the next most favored provider and attempt to negotiate with that firm. Riverbend reserves the right to reject any and/or all proposals and to waive any and/or all technicalities and informalities received in response to this RFQ.
10. **Lobbying of selection committee members, District Board Members, and Staff will not be permitted nor tolerated during the RFQ solicitation period.**

**B. Term of Engagement**

1. The term of the initial agreement will be for the period beginning on or about **September 1, 2018** and ending on **August 31, 2019**.
2. After the initial agreement period, the contracting period will renew on a month-to-month basis.
3. Either party may terminate this agreement, in whole or in part, with a 10-day written notice.

**C. Minority and Women Business Enterprise Participation Requirement**

This project will not have a MWBE participation requirement but all MWBEs are highly encouraged to apply.

## II. SCOPE OF SERVICES

### A. General Scope of Services

The District may select an individual(s)/firm(s) that it determines to be the most qualified to perform the work as defined in the scope of work. **Please be advised that an individual(s)/firm(s) determined to be the most qualified to perform the work will be required to submit information pursuant to Chapter 2252 of the Texas Government Code and in compliance with HB 1295 as passed by the 84th Regular Legislative Session.** This form should be completed in conjunction with the submission of the proposal to the District.

### B. Specific Scope of Work

The successful firm will provide the following services:

1. Provide general legal services to the RIVERBEND as a governmental entity in compliance with all applicable local, state and federal laws;
2. Work with the District's Executive Director/CEO and general counsel in the performance of the scope of work listed here;
3. Provide guidance on specific legal matters related to state and federal water laws;
4. Conduct research, provide guidance, draft documents, and execute documents as required for the purpose of entering into contractual relationship(s) with the District for the purpose of the regional and state wholesale of water;
5. Review, draft, and negotiate water contracts and leases;
6. Initiate and/or defend lawsuits related to the contracts drafted with respect to the regional and state wholesale of water, and other state and federal legal claims, as necessary; and
7. Attend state and federal legislative and agency hearings, as necessary.

### C. Services

1. Services may be provided at RIVERBEND headquarters unless directed otherwise by the Chair;
2. Subcontracting of work under this RFQ/contract is not allowed;
3. There will be no guarantee of a minimum level of services to be acquired by RIVERBEND; and
4. This is a one-year contract. At the end of the one-year initial contract period, RIVERBEND maintains the option to renew this contract on a month-to-month basis at the discretion of RIVERBEND and agreement with the attorney.

### D. Minimum Qualifications

1. License to practice law in the State of Texas; and
2. Previous practice in State of Texas water law.
3. Strong preference given to those with background in surface water law and federal contract implementation with respect to water and environmental law.

**E. Schedule and Deliverables**

The District will attempt to adhere to the following schedule. The District reserves the right to change the schedule as needed and will notify firms who register with the District of any significant changes:

Advertise Request for Qualifications (“RFQ”)	July 5, 2018
Deadline for submittal of response to RFQ	August 7, 2018
District notifies selected firm on or about	August 22, 2018
Contract negotiations with selected firm and finalize contract	August 22 – August 31, 2018
Notice to proceed with legal services	September 1, 2018

**III. PROPOSAL REQUIREMENTS**

The response to this RFQ should be as concise as possible while adhering to the format and information requirements described below.

Please limit your response to a maximum of twelve (12) single sided letter-sized pages with minimum font size 10, not including cover pages. The response to this RFQ will consist of the following sections:

- Section 1 – General Information and Statement of Interest
- Section 2 – Short biography and photograph of individual(s)/firm team members
- Section 3 – Description of Relevant Experience
- Section 4 – Resume and References
- Section 5 – Potential Legal Conflicts
- Section 6 – Signed HB 1295 Disclosure Form
- Section 7 – Schedule of Hourly Billable Rates for Services

**A. SECTION 1 - GENERAL INFORMATION**

Provide the following information about each individual(s)/firm(s) participating in the services:

1. Name and address of individual(s)/firm(s) (include county);
2. Firm(s) contact name and information;
3. Number of years in business;
4. List of professional licenses and certifications; and
5. Statement of Interest.

**B. SECTION 2 – BIOGRAPHY AND PHOTO**

Provide the following information about each individual(s)/firm(s) participating in the services:

1. Short biography of each individual; and
2. Photograph of each individual.

**C. SECTION 3 – DESCRIPTION OF RELEVANT EXPERIENCE**

Provide a description of relevant experience (limit one page per individual).

All Respondents shall include a list of a minimum of three (3) references, for similar services only, who could attest to the Respondent’s knowledge, quality of work, timeliness, diligence, and flexibility. Include names, contact persons, and phone numbers of all references;

**D. SECTION 4 – RESUME and REFERENCES**

Provide the following information about each individual(s)/firm(s) participating in the services:

1. An abbreviated resume for each individual(s) identified and describe the specific qualifications and experience of the individual(s), including professional licenses and certificates; and
2. List of a minimum of three (3) references, for similar services only, who could attest to the Respondent’s knowledge, quality of work, timeliness, diligence, and flexibility. Include names, contact persons, and phone numbers of all references.

**E. SECTION 5 - CONFLICTS**

Provide a description of any conflicts of interest or potential conflicts, as follows:

1. Provide an affirmative statement that the firm is independent of the District as defined by the U.S. General Accounting Office’s Government Auditing Standards (1988); and
2. List any and all engagements within the last three (3) years that are or might otherwise be a conflicts of interest with the District.

**F. SECTION 6 – HB 1295 COMPLIANCE**

1. Provide a signed form in compliance with HB 1295. Texas House Bill 1295 (effective 1/1/2016) requires individual(s)/firm(s) to complete Form 1295 and disclose all interested parties to the proposed project/contract. The firm must log in to the state website at <https://www.ethics.state.tx.us/tec/1295-Info.htm>, complete the form online, print, sign, notarize and include with the proposal.

**G. SECTION 7 – SCHEDULE OF RATES**

Provide a schedule of hourly billable rates for type of services, i.e. monthly retainer, rate to attend meetings, rate to attend court, rate for document drafting/review, etc.

**IV. EVALUATION CRITERIA**

The proposals will be evaluated based on the following criteria:

- Quality of the Response - The degree to which the Respondent has responded to the purpose and scope of specifications, e.g., services to be provided – flexibility of Respondent to

- meet RIVERBEND needs, conformance in all material respects to this RFQ, etc. 20%
- Capability - Respondent has the capability in all respects to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance as required by these specifications. Also includes Respondent's capability and skill to provide the products or perform the services stated in these specifications. 40%
- Experience - Respondent's experience in providing the services as requested in these specifications. 40%

**V. CONTRACT**

- A. The successful Respondent will be required to enter into a Personal Services Agreement (hereinafter "Agreement") with RIVERBEND. Any Agreement shall be in accordance with the contract format required by RIVERBEND.
- B. The Agreement is subject to the review and recommendation of the Board Chair, including a price acceptable to both the District and the selected individual(s)/firm(s).
- C. The Agreement will be monitored for acceptable services rendered throughout the contract period.
- D. Cancellation of Agreement – RIVERBEND shall have the right to cancel and terminate any Agreement, in part or in whole, for any reason or for no reason, without penalty, upon 10-day notice to the individual(s)/firm(s). Individual(s)/firm(s) shall not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

END OF REQUEST FOR QUALIFICATIONS