



**PINE-STRAWBERRY WATER IMPROVEMENT DISTRICT  
REQUEST FOR PROFESSIONAL SERVICES  
STATEMENT OF QUALIFICATIONS (SOQ)  
FOR ATTORNEY/LEGAL SERVICES**

The Pine-Strawberry Water Improvement District (“District”) invites interested legal firms and individuals (“Proposer”) to submit proposals for Attorney/Legal Services as described in the scope of work set forth in this Statement of Qualifications (SOQ).

The Attorney serves on a contract basis under the direction and supervision of the District’s Board of Directors and acts as its legal advisor, as well as advising the Board Chairman on District legal matters.

The District seeks an Attorney who will be responsive and provide clear, understandable, and independent legal advice. The firm/individual must be qualified and experienced in the following areas of Arizona law: general municipal, open meeting, engineering and construction services contracts for public improvements, procurement, conflict of interest and employment. Qualifications and experience related to special taxing districts (particularly water districts), utility and environmental law, as well as in rate setting and litigation are preferred, but not required. See General Scope of Services below.

Proposers must submit an electronic (PDF) copy of their proposal, addressed “Attorney Services Proposal” to Tom Reski, Support Services Committee Chairman, at [treski@pswid.org](mailto:treski@pswid.org) by **2:00PM (Arizona Time) on May 17, 2022.**

**The RFP Criteria (all to be addressed in order set forth):**

1. Letter of Transmittal: Signed by an authorized representative of the firm or the individual committing to provide the legal services, including a brief introduction and history of the firm, number of employees, proven work history, and a statement as which general areas of law the Proposer practices.
2. Firm Qualifications: Provide professional experience, including responses to the following specific information:
  - a. Describe your firm’s background and history; include number of years in business and number of years providing legal services to public sector agencies.
  - b. Location and office(s) that would serve the Pine-Strawberry Water Improvement District.

- c. Provide the name(s) and qualifications of attorney(s) who would be assigned to represent the Pine-Strawberry Water Improvement District and who will attend Board of Director meetings regularly, in person or via web, including the following for each:
    - Certificates or licenses, including the date of admission to the State Bar of Arizona.
    - Length of employment with the firm.
    - Description of education including name of educational institutions, degrees conferred, and year of each degree.
    - Professional background and professional associations.
    - Years of local public-sector experience, specifying the entity(ies) represented, the length of representation and whether they are still clients.
    - Knowledge of, and experience with Arizona law relating to water districts, special taxing district and general law cities including, but not limited to, open meeting, public records, Board powers, contracts, financing improvements, environmental, water, rates, enforcement, expanding boundaries and any other areas of law relevant to representing the District.
    - Provide complete resumes of the persons designated by the firm to be the Attorney for the District or substitute Attorney for the District. Include as an appendix or attachment to the proposal.
  - d. Clearly describe your range of experience with the drafting and implementation of engineering and construction agreements for public improvements and other governmental service agreements.
  - e. Clearly describe your range of experience with litigation and the types of cases involved.
  - f. Describe your view of the role of the District's Attorney.
  - g. Describe how you would structure the working relationship between the Attorney, Board of Directors and Chairman, including how you would communicate with the Board of Directors and the Chairman about the status of projects, litigation, and other significant legal matters.
  - h. Describe the expected response times to inquiries made by the Chairman of the Board of Directors.
  - i. Describe how you would manage and minimize the District's legal costs. Please provide an example.
  - j. Describe how you would comply with a request for an audit of your services and billings.
  - k. Describe your experience with Employment law.
3. Please complete and submit the Business Information Form (Attachment A) with your Proposal.
  4. References: Provide contact information for three (3) municipal, public agency and/or key clients for which legal services have been provided in the last five (5) years by the Attorney(s) that would be assigned to the District. Please include the contact person's name, address, phone number and email address.

5. Clients/Potential Conflicts of Interest:

- a. Identify any foreseeable or potential conflicts of interest and public clients you serve and the manner in which you would propose to resolve such conflicts.
- b. For the person to be designated as District's Attorney and any substitute District's Attorney(s), list all public clients that person presently represents as that entity's designated or principal attorney, along with the meeting dates and times for each governing body.
- c. List all private clients that could potentially pose a conflict of interest with your representation of the Pine-Strawberry Water Improvement District.
- d. Identify all situations in the last five (5) years in which you have been averse to public entities, either in litigation or administrative matters.
- e. Please list any political contributions of money, in-kind services, or loans made to any member of a Governing Board of a public entity within the last three (3) years by the applicant law firm and the attorneys being proposed to represent the Pine-Strawberry Water Improvement District.

6. Cost Proposal

It is anticipated that the selected firm or attorney will provide general counsel services on a negotiated discounted Base hourly rate for "General" legal services, with any "Special" services billed at a pre-negotiated discounted hourly rate; that the initial rate would apply through the end of calendar year 2022; and that "travel time" would be charged at this "Special" rate. Mileage would be charged at the GSA mileage rate, while traveling portal to portal to or from the District for Board meetings.

- a. General Services: Please give your definition of "general" legal services that would be billed at the Base hourly rate and the Base hourly rate you propose to charge.
- b. Special Services: Please give your definition of "special" legal services. How are they differentiated from general legal services? Please specify the billing rate(s) to be charged for special legal services?
- c. Billing Method: Describe your firm's preference for method of payment, payment terms, and other accounting requirements.
- d. Reimbursable: Define the type and unit rates for reimbursement of expenses. For example, rate for mileage, reproduction of documents or unit costs for telephone costs, etc.
- e. Overheads: Would the District be allocated a portion of overhead expenses, such as phones, library, access to on-line legal research and if so, which overheads would be charged to the District, how are the allocations made and what is the charge.
- f. Adjustments: How often and how are your billing rates adjusted?

7. Please submit a copy of each of the following (redacting any sensitive information):

- a. A typical report your firm provides to municipalities/special taxing districts (i.e., staff report, memorandum, legal opinion, etc.).
- b. A typical invoice your firm provides to municipalities/special taxing districts.

**General Scope of Services:**

The Board of Directors seeks an Attorney who is: (i) service-oriented, (ii) willing to become familiar with

District activities and issues, (iii) creative in finding solutions (iv) pro-active in assisting District elected officials and (v) qualified and experienced in the following areas of Arizona law: general municipal; open meeting, engineering and construction services contracts for public improvements, procurement, conflict of interest and employment. Qualifications and experience related to special taxing districts (particularly water districts), utility and environmental law, as well as in rate setting and litigation are preferred, but not required.

The primary responsibilities of the Attorney shall include, but not be limited to, the following:

- a. Represent and provide legal advice and consultation regarding District matters to the Chairman of the Board of Directors, as requested or required. Contact is usually made by email or telephone and same-day response is typically expected.
- b. Review Board Agendas and Board packets and make recommendations regarding same, including consultation with individual members of the Board when appropriate.
- c. Attend regular meetings of the Board of Directors (currently on the fourth Thursday of the month, usually between one to two hours) and, unless attendance is waived, attend special meetings and workshops as scheduled by the Board to advise on the open meeting law, Roberts Rules of Order and questions from the Board relating to agenda items.
- d. Be familiar with Arizona laws applicable to the Water District and its operation, the District's Rules and Regulations and adopted Board policies and procedures and recommend modifications and updates as requested or required.
- e. Prepare or review resolutions adopting District policies and procedures to ensure compliance with the law.
- f. Advise the Chairman of the Board of Directors and as to legal requirements applicable to District operations, such as open meetings, public records, elections, scope of powers, due process, establishing rates and charges, financing options, permitting, and reporting, as well as new legislation and judicial opinions that potentially materially impact the District.
- g. Review and revise contracts, procurements, and other documents, including documents prepared or received by staff and form documents to be used in procuring services and materials by the District., as requested or required.
- h. Provide guidance, orally and, when requested or required, in writing concerning the requirements of the Arizona Open Meetings Act, public records laws, conflict of interest laws, due process and other legal requirements imposed by statute and common law.
- i. Research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Chairman of the Board of Directors on legal matters pertaining to District operations.
- j. Represent the District in litigation or, where appropriate, assist the District in identifying and retaining litigation counsel to represent the District in litigation.
- k. Maintain legal files and provide the District copies of pertinent pleadings and orders in all litigation the Attorney is handling for the District.
- l. Assist in the retention and oversee and coordinate with outside Counsel as needed.
- m. Perform any other legal duties or projects as may be required by the Board of Directors.
- n. All work to be done in an expeditious manner based upon time frames established in

consultation with the Chairman of the Board.

- o. Provide a detailed monthly invoice reflecting, by day performed and staff performing the work, a description of the work performed, and the hours worked by task.

### **Evaluation Criteria**

The Support Services Committee will review and recommend a short list of firms to be interviewed by the Board of Directors in Executive Session. The interviews will allow the designated firms or individuals an opportunity to answer any questions the members of the Board may have regarding their proposals. Participation in the interviews will be at no cost to the District. The Board of Directors will make the final determination of the successful firm. While the Proposer's entire response will be considered the following criteria will be considered in the following order of importance:

- a. Qualifications, Experience and Expertise (criteria 1, 2 a, c – e and 4)
- b. Method of Approach (criteria 2 b, f – j and 8)
- c. Price Proposal (criteria 7)

### **Proposal Requirements:**

The proposal shall meet the following requirements:

- Proposals shall be submitted in electronic format (pdf) to Tom Reski, Support Services Committee Chairman, at [treski@pswid.org](mailto:treski@pswid.org) with subject line "Attorney Services Proposal".
- Proposals shall be received by **2:00 PM (Arizona Time) on May 17, 2022.**
- Proposal shall be limited to 20 single side pages including "Attachment A", but not including: one (1) page cover letter, resumes-(max-2 single sided pages each), table of contents, cover & end pages. Pages shall be no larger than 8 ½" x 11" in size with font no smaller than 11pt. Any proposal exceeding the page limit quantity of 20, will be reviewed up to the 20<sup>th</sup> page. All pages after 20 will be removed from your proposal prior to review by the board.

### **General Terms and Conditions:**

1. By submitting a proposal, each Proposer expressly agrees to and accepts the following conditions:
  - a. Proposal Preparation Costs: The District is not, nor shall be deemed, liable for any costs incurred by Proposer in the preparation, submittal, or presentation of their proposals.
  - b. Reservation of Rights: This SOQ does not commit or obligate the District to accept or execute an agreement for any expressed or implied service. The District reserves the right to:
    - Reject any and all proposals received and to accept or reject any item(s) herein.
    - Take all proposals under advisement for up to one hundred twenty (120) days after opening.
    - Waive any informality on any proposal.
    - Be the sole judge of the relative merits of the material mentioned in the respective proposal

received.

- Request any firm/individual submitting a proposal to clarify its proposal during the selection.
  - Negotiate the service schedule and reasonable costs with the selected firm/individual.
  - Modify or alter any requirements herein, and issue addenda or amendments to this RFP.
  - Terminate this SOQ process at any time.
- c. Responsibility: The Proposer has carefully reviewed its proposal and understands and agrees that the District is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is solely responsible for such errors or omissions.
- d. Non-Collusion: The proposal is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.
- e. Public Record: All information contained in proposals submitted in response to this solicitation shall become a matter of public record upon contract award, and made available upon request, unless otherwise marked. The Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Proposer claims are exempt from disclosure pursuant to Arizona Public Records
- f. Contract Execution: The firm/individual shall prepare the Agreement to be executed by both parties upon final review and approval of the District, which shall include, without limitation, the following general terms and conditions:
- Compliance with Laws: Proposer's performance shall comply with all applicable laws, ordinances, rules, regulations, and codes of Federal, State and local governments, including, but not limited to, the Arizona Worker's Compensation Act and all Federal and State tax laws. Because Proposer will be acting as an independent contractor, the District assumes no responsibility for Proposer's acts.

The successful Proposer shall comply fully with applicable laws, regulations, and codes governing non-discrimination in public accommodations and commercial facilities including, without limitation, with the requirements of the Americans with Disabilities Act and all regulations there under.

- Non-Waiver of Liability: The District, as a public entity supported by tax money, in execution of its public trust, cannot agree to waive any lawful or legitimate right to protect the public treasury and the right of the taxpaying public to recover amounts lawfully due it. Therefore, any Proposer submitting a Submittal herein agrees that it will not insist upon or demand any statement whereby the District agrees to limit in advance or to waive any right the District might have to recover actual lawful damages in any court of law under applicable Arizona law. The District may agree to liquidated damages in lieu of certain delay damages.
- Applicable Laws: Any and all legal disputes arising under the contract or out of the RFP herein shall be tried according to the law of the State of Arizona and Proposer shall agree that the venue for any such action shall be in the State of Arizona, County of Gila.

- Organization Employment Disclaimer: Any contract entered into as a result of this RFP will not constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth therein. Proposer will agree that no persons supplied by it in the performance of the contract are employees of the District and further agrees that no rights to the District's civil service, personnel rules and benefits accrue to such persons.

Proposer shall be responsible for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, unemployment compensation, other benefits, taxes and premium appurtenant thereto concerning such persons provided by such Proposer in the performance of the contract, and Proposer shall save and hold the District harmless with respect thereto.

The professional services provider, and any sub-consultant(s), shall possess any necessary professional certification(s) and/or license(s) relative to the work to be performed required by an appropriate licensing authority of the State of Arizona and shall provide evidence of such to the District with their proposal or prior to commencement of the work in such a form as the District shall require.

The professional provider, and any sub-consultant(s), shall obtain a valid Gila County Business License on or before their commencement of work, to the extent otherwise required.

- Transactional Conflicts of Interest: Proposers acknowledge that any contract resulting from this SOQ Submittal is subject to cancellation by the District pursuant to the provisions of A.R.S. § 38-511.
- Confidentiality of Information: Proposer shall treat all information furnished by the District and the results of the project hereunder as confidential. Proposer shall not disclose such information to others without the prior written consent of the Chairman of the Board of Directors.
- Compliance with the Immigration Report and Control Act of 1 986 ("IRCA"): Proposer understands and acknowledges the applicability of the IRCA. Proposer agrees to comply with IRCA in performing under any contract contemplated by this SOQ and to permit the District to inspect Proposer's personnel records to verify such compliance.
- Insurance: The successful Proposer shall provide the District with certificate of insurance in compliance with state law requirements. Please include a description and pertinent information regarding the general liability and malpractice insurance carried by the firm or individual, including the amount of coverage provided by such insurance Minimum requirements:
  - General Liability - \$1M Each Occurrence, \$2M General Aggregate
  - Automobile Liability - \$1M
  - W/C - \$1M Employer's Liability
  - Professional Malpractice Liability - \$1M Each Claim, \$2M Aggregate
- Fund Appropriation Contingency: Proposer recognizes that any contract entered into

shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. Proposer herein recognizes that the continuation of any contract after the close of any given fiscal year of the District, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the District providing for or covering such contract item as an expenditure therein. The District does not represent that said budget item will be actually adopted, said determination being the determination of the District Board at the time of the adoption of the budget.



**Attachment A**

Business Information Form

Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Town/State/Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Website: \_\_\_\_\_  
Federal Tax Number: \_\_\_\_\_  
Number of Years in Business: \_\_\_\_\_  
Number of Employees: \_\_\_\_\_

Does the firm/business maintain amounts of insurance specified by the District? \_\_\_\_ Yes \_\_\_\_ No

Are there any claims that are pending against any insurance policies? \_\_\_\_ Yes \_\_\_\_ No

Has the firm/business been in bankruptcy, reorganization, or receivership in the last five years?  
\_\_\_\_ Yes \_\_\_\_ No

Is each of the proposed attorneys in good standing with the State Bar of Arizona? \_\_\_\_ Yes \_\_\_\_ No

Has any of the proposed attorneys been subject to a disciplinary proceeding or sanction by the  
State Bar of Arizona in the last five (5) years? \_\_\_\_ Yes \_\_\_\_ No

Business Classification: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership/Limited Liability  
Co. \_\_\_\_\_ Individual \_\_\_\_\_

*If a Corporation:*

Date of Incorporation: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
President's Name: \_\_\_\_\_

*If a Partnership/Limited Liability Company:*

Date of Organization: \_\_\_\_\_  
Name of General Partners/Managing Members: \_\_\_\_\_  
Name of all other Partners/Members: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATED: \_\_\_\_\_