

***Please mute your device.**



Logistics



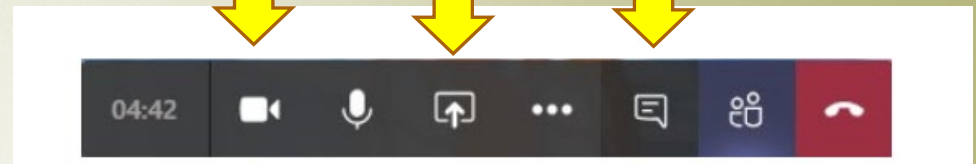
Please turn off
Video.



All will be on
mute.



Use the chat box
for questions.



On-Line Pre-Submittal Video Conference February 8, 2024 at 10:00 AM

Request for Qualifications for Outside Legal Services

Project No. 1111793 – Northeast Texas Trails
Feasibility Study

Online Pre-Submittal Video Conference

SIGN IN AND INTRODUCTIONS

Although this is not a mandatory meeting, please ensure that a representative of your company completes or completed the pre-registration form so that we may have a record of your attendance.

Project Team Contacts:

- ▶ Lyndsi Sandoval, Contract Manager
- ▶ Lance Utermark, Design Manager
- ▶ Nicoletta Garda, RVI Consultant
- ▶ Will Wagenlander, RVI Consultant
- ▶ Drew Carman, RVI Consultant

Solicitation Milestones

- ▶ RFQ issued..... January 26, 2024
- ▶ Pre-Submittal On-line Video ConferenceFebruary 8, 2024 @ 10:00 AM (CT)
- ▶ Deadline to submit questions February 15, 2024 by 5:00 PM (CT)
- ▶ Owner issues Addendum to address Offeror's questions (Est) February 19, 2024
- ▶ **Response due dateFebruary 27, 2024 by 2:00 PM (CT)**
- ▶ Evaluation of Proposals March 12, 2024
- ▶ Oral Interviews (if deemed necessary by the Owner) March 13 – 15, 2024
- ▶ Owner issues Notice of Selection March 29, 2024

*The schedule provided in the solicitation is for general planning purposes only.
This schedule is subject to change.*



Contracting Branch | Infrastructure Division
4200 Smith School Road
Austin, Texas 78744

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
OUTSIDE COUNSEL LEGAL SERVICES**

**PROJECT NO. 1111793
Northeast Texas Trails (NETT) Feasibility Study**

918-74: Legal Consulting
961-49: Legal Services, Attorney

RFQ Issue Date: *January 26, 2024*
Optional Pre-Submittal Conference: *10:00 AM, February 8, 2024*
Questions Due: *5:00 PM, February 15, 2024*
Question/Answers Addendum *(Est) February 19, 2024*
Response Due Date: *2:00 PM, February 27, 2024*

Contract Manager: Lyndsi Sandoval, CTCD, CTCM
Phone: (512) 389-8777
Email: lyndsi.sandoval@tpwd.texas.gov

ATTENTION: It is the responsibility of interested parties to periodically check the Electronic State Business Daily (ESBD) website for updates to this solicitation prior to submitting a response. The Respondent's failure to periodically check the ESBD will in no way release the selected contractor from "addenda or additional information" resulting in additional cost to meet the requirements of the RFQ.

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SUBMISSION OF RESPONSE



- Information for delivery of proposals can be found in the Solicitation Section II – Response Requirements subsection 5. Response Submission.



- **Electronic submittals are required for this solicitation.** Submit qualifications by email to INFCContracting@tpwd.texas.gov.

Please include the Solicitation Number and RFQ opening date in the subject line of email.



- Respondents shall submit **one (1)** PDF of the Qualifications inclusive of all exhibits and addenda.



- No faxed or emailed proposals will be accepted.



- Responses due February 27, 2024 by 2:00PM

General Information

Instructions to Offerors – Prohibited Communications

3.5 PROHIBITED COMMUNICATIONS: Upon issuance of this solicitation, TPWD, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s), except for the written inquiries described in *Section II, Subsection 3.2* above. Attempts to ask questions by phone or in person will not be allowed or recognized as valid.

Failure to observe this restriction may disqualify respondent. Respondent shall rely only on written statements issued through or by TPWD's purchasing staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation.

Single Point of Contact during the solicitation and award period: Lyndsi Sandoval, Contract Manager, TPWD

**ALL Questions must be submitted in writing to:
Contract Manager, Lyndsi Sandoval
by 5:00 PM (CT), February 15, 2024
at INFContracting@tpwd.texas.gov.**

Please include the Solicitation Number and RFQ opening date in the subject line of email.

General Information

Addenda:

- Clarifications or interpretation of the Solicitation that materially affect or change the requirements.
- Posted on the TPWD website and Electronic State Business Daily.

TPWD Website:

[Construction and Professional Services - Bids and Vendor Opportunities - TPWD \(texas.gov\)](#)

Electronic State Business Daily (ESBD):

<https://www.txsmartbuy.com/esbddetails/view/118540R>

It is the responsibility of the Responder to obtain information regarding addenda and any project updates in a timely manner.

Addenda Information

- Respondent shall acknowledge receipt of all addenda in the space provided on each Addenda Form and submit each signed form with your proposal.

Texas Parks and Wildlife Department
Infrastructure Division
4200 Smith School Road
Austin, Texas 78744

ADDENDUM

Addendum Number: _____ Dated: _____
Solicitation Number: _____
Solicitation Title: _____
Due Date/Deadline: _____
Contract Manager: _____

PURPOSE OF ADDENDUM:

Except as provided herein, all terms and conditions of the document referenced herein, remain unchanged and in full force and effect. The following are official revisions, specifications and/or clarifications to this solicitation. This Addendum shall be attached to and form a part of the referenced solicitation document and any resulting awarded contract and must be considered in your response.

Respondents are advised to check for updates, addenda issuance, and proposal opening date changes through the Comptroller's website under *Electronic State Business Daily (ESBD)* at <http://www.txsmartbuy.com/sp>

QUESTIONS AND ANSWERS

Q1:
A1:

Q2:
A2:

Attachments:

Respondents are to acknowledge receipt of this Addendum. Return a signed copy of this notice with your response submission.

I acknowledge receipt of this addendum.

Respondent Company Name

Respondent's Authorized Signature

Date

Exhibit A

Execution of Response

- Fill out and return ALL pages of this form.

EXHIBIT A – EXECUTION OF RESPONSE

Execution of Response

PASS / FAIL

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE SOLICITATION RESPONSE. RESPONSES THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE RESPONSE SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

1. By signature hereon, the Respondent certifies that:

- 1.1. All statements and information prepared and submitted in the response to this RFQ are current, complete and accurate.
- 1.2. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 1.3. Respondent understands that all obligations of TPWD under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by TPWD.
- 1.4. Respondent represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- 1.5. Respondent represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.
- 1.6. Respondent represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment.
- 1.7. Respondent shall have no authority to act for or on behalf of TPWD or the State of Texas except as expressly provided for in the contract; no other authority, power or use is granted or implied. Respondent may not incur any debt, obligation, expense or liability of any kind on behalf of TPWD or the State of Texas.
- 1.8. Respondent has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.
- 1.9. Respondent represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither the bidder, nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the Federal antitrust laws, or (2) communicated directly or indirectly the contents of this bid to any competitor or any other person engaged in the same line of business as the respondent.
- 1.10. By signing this RFQ, respondent certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Respondent as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20.
- 1.11. Pursuant to Texas Government Code, Title 10, Subchapter A, §2155.004(a), Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from TPWD to participate in the preparation of the specifications or solicitation on which this response or contract is based. Under §2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
- 1.12. Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
- 1.13. Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 1.14. **RESPONDENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TEXAS PARKS AND WILDLIFE DEPARTMENT (TPWD), ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL**

Exhibit A cont.

WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND TPWD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TPWD FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSION OF TPWD OR ITS EMPLOYEES.

- 1.15. Respondent shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the contract. Respondent shall notify TPWD in writing of any such damage within one (1) calendar day. Respondent is responsible for the removal of all debris resulting from work performed under the contract.
- 1.16. Under Section 231.006 of the Family Code, the respondent certifies that the individual or business entity named in this RFQ is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 1.17. Respondent agrees that any payments due under the contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
- 1.18. Under Section 669.003 of the Texas Government Code, Respondent certifies that it does not employ, or has disclosed its employment of, any former executive head of the agency. Respondent must provide the following information in the Response.
 - 1.18.1 Name of former executive: _____
 - 1.18.2 Name of state agency: _____
 - 1.18.3 Date of separation from state agency: _____
 - 1.18.4 Position with respondent: _____
 - 1.18.5 Date of employment with respondent: _____
- 1.19. In accordance with Section 2155.4441 of the Texas Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 1.20. Respondent certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>.
- 1.21. Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.
- 1.22. Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- 1.23. In accordance with Section 2252.901 of the Texas Government Code, Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the Agency during the twelve (12) month period immediately prior to the date of execution of the contract.
- 1.24. Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a Response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 1.25. Under Section 161.0085 of the Texas Health and Safety Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract.
- 1.26. Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify TPWD.
- 1.27. Respondent represents and warrants that (1) it does not, and shall not for the duration of the contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify TPWD.
- 1.28. Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the



Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify TPWD.

Failure to sign the Execution of Response or signing it with a false statement shall void the submitted offer or any resulting contracts.

By submitting this Response, Respondent represents and warrants that the individual submitting this Execution of Response and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response. Failure to sign and return this form will subject the response to disqualification.

_____ COMPANY NAME			_____ AUTHORIZED SIGNATURE	_____ DATE
_____ ADDRESS			_____ PRINTED NAME	
_____ CITY	_____ STATE	_____ ZIP	_____ TITLE	
()			()	
_____ OFFICE PHONE NUMBER			_____ CELL PHONE NUMBER	
()			()	
_____ EMAIL ADDRESS			_____ FAX NUMBER	
_____ TEXAS IDENTIFICATION NUMBER			_____ FEDERAL EMPLOYER IDENTIFICATION NUMBER	



Exhibit B

Firm's Qualifications Form

Do not leave any blanks. If not applicable, use N/A

EXHIBIT B – FIRM'S QUALIFICATION FORM

Part I: Qualifications – TPWD Outside Counsel RFQ

Qualifications Questionnaire must be received by TPWD no later than 2:00 p.m., Central time on February 27, 2024.

Contact Information

Please enter Counsel/Firm's primary contact for TPWD regarding RFQ response questions and the lead attorney contact information for each subject matter on which counsel seeks to represent TPWD.

Main Contact Information

Name of the Firm:
 Contact Last Name:
 Contact First Name:
 Physical Address:
 Mailing Address:
 City/Town/State/Zip:
 Phone Number:
 Fax Number:
 E-mail:

License Information

For each subject matter on which counsel seeks to represent TPWD, is the Lead Attorney licensed to practice law in the state of Texas? Yes No

If no licensure in Texas, will Lead Attorney become licensed to practice law in Texas? Yes No N/A

If no, how does Lead attorney qualify to provide TPWD services (for example, counsel will not advise TPWD on Texas law or counsel will designate a Texas licensed attorney within the firm as co-lead counsel.)?

Ethics for Contractors and Conflicts of Interest

After diligent internal inquiry, identify any known relationship, either business or personal, which you or a member of your firm has with any TPWD Board member, employee, contractor, or other person or entity. "Relationship" must be considered in its broadest sense or meaning. If aware of none, select "None" below. A comprehensive conflicts check is generally required prior to engagement of any firm selected for engagement. Prior to interviews, candidates may be prescreened for certain conflicts.

Please confirm that you have made a diligent internal inquiry for known relationships. I Confirm

Did you identify any relationships with TPWD Board member, employee, contractor, or other person entity? No Yes, full description and explanations are provided.

Does Counsel have any limitations on providing services contemplated by the "Scope of Services" for the subject matter for which Counsel designated in its response? (For example, Counsel cannot attend TPWD Board meetings in person.) No Yes, full description and explanations are provided.

Does Counsel have any conflicts that must be disclosed to TPWD under the RFQ? No Yes, full description and explanations are provided.

Has Counsel or any attorney in Counsel's organization represented a client before TPWD within six months from the date of your response? Yes No

If Yes, what is the nature of the contact with TPWD (please include the month and year contact last occurred).

Is Counsel or any attorney in the organization that is proposed to work on TPWD matters currently registered as a lobbyist under Chapter 305 of the Texas Government Code? Yes No

Exhibit C

▶ Key Personnel – complete all blanks

EXHIBIT C – KEY PERSONNEL

Key Personnel

PASS / FAIL

Respondent Name: _____

Respondents shall provide a Key Personnel profile – tabbed Exhibit C, **for each** key personnel to be assigned under the resulting contract. *include all requested information for each key personnel!* Submit one Exhibit C or resume - not to exceed 1 page per person for each key personnel. *Failure to return this exhibit may result in proposal being considered non-responsive.*

Key Personnel:

Full Name: _____

Job Title: _____

Total Years Employed by Respondent: _____ Total Years' Experience (in required service): _____

Qualifications and Experience: _____

Specific Education, Training, Certifications: _____

Personnel - Reference 1:

Company Name: _____

Contact/Title: _____

Phone: _____ Service Period: _____

Roles and Responsibilities: _____

Personnel - Reference 2:

Company Name: _____

Contact/Title: _____

Phone: _____ Service Period: _____

Roles and Responsibilities: _____

Exhibit D – Technical Submittal

EXHIBIT D – TECHNICAL SUBMITTAL

Technical Submittal

90%

Respondent shall submit a Technical Submittal – tabbed Exhibit D, including numbered responses corresponding to each of the following items. **Failure to provide this information may result in proposal disqualification.**

- 1) **Statement of Interest:** Include a Statement of Interest that includes a narrative description of the Outside Counsel firm's unique qualifications. Include in the statement:
 - a. Identify the team members who will be assigned to this contract (including working titles, degrees, certificates, licenses and technical expertise). Describe the roles and responsibilities of each team member and why each team member is critical to the success of the overall contract.
 - b. Describe the team's experience in providing the services being requested in this RFQ.
 - c. Also include a statement as to when the team would be available to start work on projects that may be assigned as a result of selection under this solicitation.
 - d. Include a list of at least three (3) recent contracts or projects in the last five years where key members of the project team provided similar services to those described in this RFQ brief description of the services provided relevant to this contract.
- 2) **Project Management Approach**
 - a. Outside Counsel firm will need to coordinate closely with RVi, a landscape architecture firm under contract with TPWD. In some ways, Outside Counsel will be acting in a role traditionally described as a sub-consultant to RVi. Describe your approach to this managing your work in close consultation with RVi.
- 3) **Problem Resolution** – Include a description of how Outside Counsel proposes to address potential challenges including:
 - a. A description of any administrative and/or physical challenges Outside Counsel anticipates in providing services for this project and the firm's philosophy for resolution.
- 4) **Quality Assurance/Quality Control Plan**
 - a. Services requested under this solicitation are on a very short timeline. Describe the measures that Outside Counsel will use to keep the project on track and deliver a quality product in a timely manner to ensure a successful outcome of the project.
- 5) **Additional Information**
 - a. Provide any additional information that Outside Counsel believes may better describe its qualifications and/or be of benefit to TPWD.

Evaluation Criteria

Evaluation Criteria -	Weight
Demonstrated recent success in identifying critical issues and legal strategy for a project similar to the NETT.	40%
The technical competence, and qualifications of the team, including each member's specific role and responsibility proposed for this project and their past experience and expertise in the areas for which they are proposed.	30%
The team's capacity and ability to provide TPWD with the required services detailed in the SOQ. Consultants shall be able to demonstrate a thorough understanding of TPWD's needs and services to be provided in order to fully staff, manage and complete the work.	20%
Accuracy, completeness, legibility and coherency of this RFQ.	10%

Submission requirements

GENERAL RESPONSE FORMAT:

1. EMAIL SUBMITTALS ARE REQUIRED FOR THIS SOLICITATION in accordance with *Section II, Subsection 5*.

1. REQUIRED QUALIFICATIONS CONTENT:

Respondent MUST include the following documentation in their qualifications submission. ***Failure to submit with the qualifications package will result in disqualification.***

1. Exhibit A – Execution of Response: Respondent must submit original signed, dated and completed *Exhibit A – Execution of Response*.
1. Exhibit B – Firm’s Qualification Form: Include completed *Exhibit B – Firm’s Qualification Form*.
1. Exhibit C – Key Personnel: Include completed *Exhibit C (or reasonable resumes)*
1. Exhibit D – Technical Submittal: Include *Technical Submittal – tabbed Exhibit D* (max 2 pages), including numbered responses corresponding to each of the items listed in *Exhibit D*.
1. Exhibit E – Response Submission Checklist – Include completed *Exhibit E*.
1. Addenda: Respondent shall acknowledge receipt of any addenda generated as part of this solicitation. The respondents should include the signed and dated addendum(s) with their response submission.

Response Submission

1. RESPONSE SUBMISSION

Below is a summary of required and requested information. Qualifications submitted without this information will be evaluated accordingly. All responses will be evaluated on the completeness and quality of the content. Only those respondents providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail. TPWD reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state.

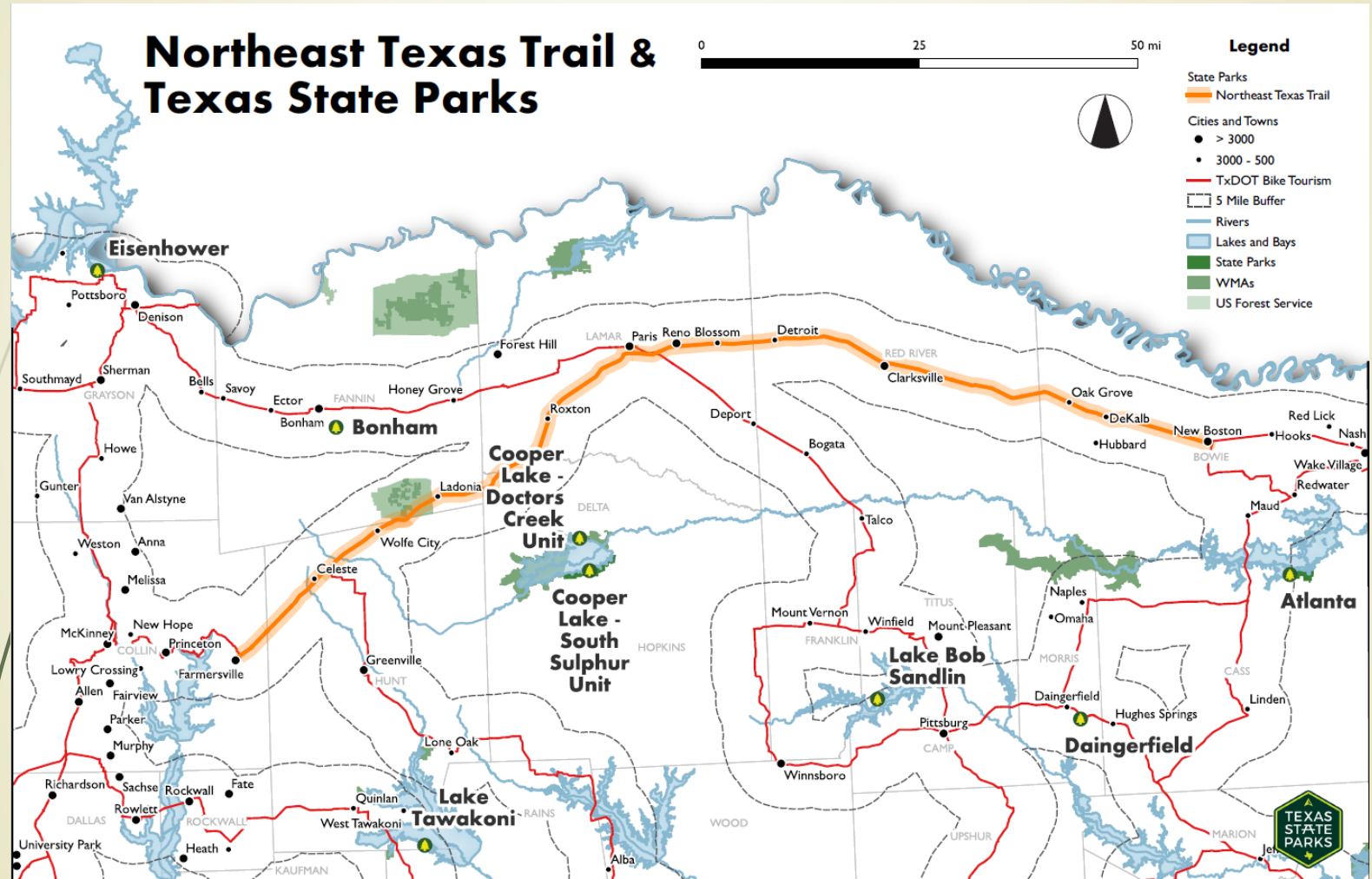
1. **Electronic submittals are required for this solicitation.** Submit qualifications by email to INFContracting@tpwd.texas.gov.
 1. Enter the Solicitation Number and RFQ opening date in the subject line of email.
 2. All responses shall be received electronically by TPWD prior to 2:00 PM Central Time on the date specified in [Section II, Subsection 1](#). Late responses will not be considered under any circumstance.
 3. It is the responsibility of the Respondent to ensure that their qualifications are received by TPWD prior to the time and date indicated.
 4. Respondents shall submit **one (1)** PDF of the Qualifications inclusive of all exhibits and addenda, with Exhibit A signed in ink..
 1. Qualifications should include a cover letter, not to exceed one (1) single sided page that includes a single point of contact along with contact information for the purposes of this solicitation.
 2. Qualification should be on 8 ½ x 11-inch pages.
 3. The minimum font size for all text in the Qualifications shall be no less than 11 point.
 4. Qualifications should be paginated and contain a full table of contents.
 5. Responses should not include any information regarding Firm's fees, pricing or other compensation. Pricing will not be considered during the evaluation process.

Scope of Work

TPWD is seeking statements of qualifications for legal services, which will augment existing Contracted Planning & Landscape Architecture firm. The qualifications shall demonstrate the Respondent's ability to perform legal services specializing in Real Estate and Public/Private Land Ownership as they are requested by TPWD. The scope includes, but is not limited to, the following services:

1. TPWD is seeking statements of qualifications for legal services, which will augment existing Contracted Planning & Landscape Architecture firm. The qualifications shall demonstrate the Respondent's ability to perform legal services specializing in Real Estate and Public/Private Land Ownership as they are requested by TPWD. The scope includes, but is not limited to, the following services:
 1. Review existing rail bank agreements ("RBAs") and related laws to determine process and issues associated with assigning the agreements to TPWD or entering new RBAs.
 2. Review existing Surface Transportation Board approvals and regulations and determine whether additional approvals are necessary.
 3. Review existing interlocal agreements, if any, among the NETT Coalition, governmental entities, and other parties.
 4. Review other applicable federal, state, and local laws.
 5. Prepare a summary of key regulations and requirements applicable to TPWD as the responsible party under Rail Bank Authorities.
 6. Review title and survey documentation, identify legal issues associated with existing easements and encroachments, and recommend solutions.
 7. Participate in executive session meetings with TPWD leadership if requested by TPWD.

Project Overview





QUESTIONS?



Submit Questions in Writing by February 15, 2024 by 5 PM.

INFContracting@tpwd.texas.gov

Information provided by anyone other than the published point of contacts is non-binding.