

**VILLAGE OF SALADO**

**REQUEST FOR QUALIFICATIONS – CITY ATTORNEY/LEGAL SERVICES**

**SECTION 1.**

**INSTRUCTIONS FOR THE SUBMISSION OF STATEMENT OF QUALIFICATIONS**

**1.1 Purpose of Solicitation**

The purpose of this Request for Qualifications (RFQ) is to obtain Statements of Qualifications (SOQ) from firms or individuals, hereinafter referred to as Vendor, Respondent, Proposer, or Offeror, demonstrating competency for providing city attorney/legal services to the Village of Salado. The Village will review the respondents in order of perceived qualifications to determine the most highly qualified offeror. Negotiations will be initiated with the Offeror selected most highly qualified in order to attempt to arrive at a contract with that Offeror at a fair and reasonable price. The professional fees under that contract must be consistent with, and not higher than, the recommended practices and fees published by the applicable professional associations, and may not exceed any maximum provided by law. The Village reserves the right to withdraw this RFQ at any time for any reason.

**1.2 Submittal Deadline**

Deadline for submittal of SOQs is 2:00 p.m., Monday, March 29, 2021, at the Village of Salado, 301 N. Stagecoach Rd., Salado, Texas 76571. Envelopes containing responses shall be sealed and properly addressed, marked "Request for Qualifications-City Attorney/Legal Services". **SOQs received after this date and time will not be considered.** No facsimile or emailed qualifications will be accepted. SOQs shall be submitted as follows:

**US Post Office Delivery**

Village of Salado  
Attn: Don Ferguson, Village Administrator  
P.O. Box 219, Salado, Texas 76571  
Re: RFQ – City Attorney/Legal Services

**Physical Address Delivery**

Village of Salado  
Attn: Don Ferguson, Village Administrator  
301 N. Stagecoach Rd., Salado, Texas 76571  
Re: RFQ – City Attorney/Legal Services

### **1.3 Signature Required**

SOQs will not be considered unless the Statement of Qualifications Acknowledgement Form is fully completed and an original handwritten signature in ink is provided by the Offeror's authorized representative on the Proposal Acknowledgement Form.

### **1.4 Late Submission**

The Village will not receive/accept any late proposal submission after the due date and time.

### **1.5 Preparation of Offers**

Proposal forms should be typed, printed, or written in ink. Proposals written in pencil will not be considered for an award.

### **1.6 Withdrawal of Offers**

SOQs may be withdrawn any time prior to the official time of submission by submitting a written and signed request to Village Administrator Don Ferguson. Any Offeror who withdraws a SOQ shall sign a written receipt. After the official time of submission, all SOQs become property of the Village.

### **1.7 Addenda to Solicitation**

If necessary, the Village may modify this solicitation by formal written addendum, which is posted within the Village's website. Respondents shall acknowledge by completing the addendum form provided by the Village. The addendum form should be signed and returned to the Village Administrator's office. Failure to do so may cause the SOQ to be ineligible for consideration of contract award. No oral or informal addendum to this solicitation shall be binding on the Village.

### **1.8 Rejection of Statement of Qualifications**

The Village reserves the right to accept or reject any or all SOQs or any part thereof, to waive all technicalities, and to accept the offer or offers that are determined to provide the best benefit to the Village. A failure to provide any requested information may result in rejection of a SOQ, in whole or in part, at the Village's sole discretion. However, the Village reserves the right to request additional or clarifying information from an Offeror after a SOQ has been submitted. Such information may be used to further evaluate the Offeror's SOQ.

## **1.9 Solicitation Costs**

All costs incurred by the Offeror in the preparation, printing, demonstration, or negotiation of its SOQ shall be borne by the Offeror. This solicitation does not obligate or commit the Village to pay any costs incurred in the preparation and submission of the SOQ or to contract for the goods/services specified. Further, the Village is not obligated to pay any costs incurred by any Offeror as a direct result of errors or omissions committed by Village employees or agents in the preparation of this solicitation and the processing of the Offeror's SOQ. It is incumbent upon each Offeror submitting a SOQ to verify the accuracy of the information herein contained based upon each Offeror's research and information, and to immediately advise the Village of any discrepancies.

## **1.10 Evaluation**

Professional services contracts are made by selecting the most highly qualified individuals, or firms, with the ability to meet the Village's specific needs. The Village shall accept the SOQ which it deems to provide the best benefit to the Village. Upon receipt, the Village shall review the SOQs and may request additional information and conduct interviews with Offerors and their submitted references as the Village deems appropriate. Evaluation of the proposals received may consider, but shall not be limited to, the following review criteria:

### **General Quality and Adequacy of Response**

- Completeness and thoroughness
- Understanding of the project

### **Organization, Personnel, and Experience**

- Qualifications and experience of individuals who will perform and supervise the work requested by the Village
- Technical capabilities of the firm
- Experience with similar municipalities
- Knowledge and familiarity with the Village of Salado
- Firm's history of ethics violations or State Bar actions

### **Outcomes**

- Demonstrated timeliness on similar projects

### **Availability**

- Capability to meet schedules and deadlines
- Current workload and ability to commence requested projects
- Ability to work closely with Village Staff
- Demonstrated commitment to maintaining staff continuity for the project

### **1.11 Selection Process**

The Village will evaluate the submittal to determine which Respondent has the highest qualifications. If a decision cannot be made based solely on the SOQ, the Village of Salado may select and invite Respondents to participate in an interview. Selected candidates should be prepared to make a thirty (30) minute presentation regarding their SOQ and answer related questions.

The contract will be awarded to the most responsible Respondent whose SOQ will be, on an overall basis, most advantageous to the Village of Salado. Qualifications, experience, and performance factors will be considered as elements of a responsible SOQ at the sole discretion of the Village of Salado. The Village of Salado selection decision is not subject to recourse action. The Village of Salado reserves the right to accept SOQs in whole or in part, and to reject any and/or all SOQs, and negotiate separately or solicit new SOQs to better serve its interests. This RFQ does not commit the Village of Salado to award a contract or to pay for any costs incurred by successful or unsuccessful consultants or their firms during the SOQ preparation, submittal or review process.

### **1.12 Award of Contract**

Village staff will contact the highest ranked respondent for contract negotiations soon after receiving the SOQs. If a contract cannot be negotiated with the highest ranked respondent, then the second highest ranked respondent will be contacted for contract negotiations. Once a contract is negotiated, it will be presented to the Salado Board of Aldermen for approval.

The consultant will be expected to provide a detailed cost proposal within fifteen (15) working days of notification of selection as the most qualified Respondent. The consultant will then be expected to negotiate the final contract within fifteen (15) working days from the date of submittal of the detailed cost proposal and start work on the project within ten (10) working days of receiving a notice to proceed. If an acceptable contract cannot be negotiated within this time frame, the Village may formally end negotiations and begin negotiating with the next highest qualified Respondent.

Final selection of the successful proposer will be contingent upon the approval of the Board of Aldermen.

### **1.13 Rejection of Statement of Qualifications**

The Village may, by written notice to the Offeror, reject any SOQ if the Village determines that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Offeror, or any agent, or representative of the Offeror, to any employee, agent or elected official with a view toward securing a contract or securing favorable treatment with respect to the award or amendment of this solicitation.

#### **1.14 Technical Questions**

Respondents may submit questions concerning this RFQ, in writing only, to the Contact Person shown below. Verbal questions are not permitted other than as described by this section and during interviews, if any.

For questions or additional information related to this RFQ, please contact:

Don Ferguson  
Village Administrator  
Village of Salado  
301 N. Stagecoach Rd. (Physical Address)  
P.O. Box 219 (Mailing Address)  
Salado, Texas 76571  
[dferguson@saladotx.gov](mailto:dferguson@saladotx.gov)

Questions will only be accepted in writing sent by e-mail to the Contact Person.

#### **1.15 Assignment**

Offerors may not transfer or assign their SOQ or any contract between an Offeror and the Village which is awarded under this solicitation.

#### **1.16 Availability of Funds**

If the Village fails to appropriate funds to provide the legal services requested in this solicitation, the Village may terminate the contract with the Offeror awarded the contract without any termination charges upon a thirty (30) day notice by the Village.

#### **1.17 Tax Exemption**

Unless otherwise noted, the Village is exempt from all, and shall not pay or reimburse the Offeror with respect to any, local, state, and federal taxes.

#### **1.18 Representation of Offeror**

By submitting its SOQ, Offeror represents that:

- (i) Offeror has read and understands this solicitation;
- (ii) Offeror's SOQ is made in accordance with this solicitation;
- (iii) Offeror's SOQ is based upon the information set forth in this solicitation.

### **1.19 Equal Opportunity**

The successful Offeror must agree to abide by regulations pertaining to Equal Employment as set forth in all applicable local, state, and federal regulations, to include not discriminating because of race, color, religion, sex, age, disability, or national origin.

### **1.20 Professional Services Procurement Act**

This RFQ is made in accordance with the requirements of the Texas Government Code §2254 regarding the procurement of Professional Services. Therefore, no fee information or information that may be used to derive fees is allowed in the SOQ. Inclusion of fees or other information that may be used to derive fees will result in the exclusion of the SOQ from consideration with notice to the appropriate licensing agencies.

## SECTION 2.

### PROPOSAL ORGANIZATION AND FORMAT

#### 2.1 Proposal Organization and Format

Proposal should be submitted on 8.5 by 11-inch paper bound securely. Proposals must contain, and be organized, as shown below. Each section should be separated by numbered tabs.

- Cover clearly displaying the title of the RFQ
- Tab 1: Table of Contents
- Tab 2: Introductory letter, to include name of firm and contact information for the primary Village contact with the firm.
- Tab 3: Personnel Qualifications: Identify the key attorney who will serve in the position of City Attorney with his or her resume and summary of experience. Provide the same for other attorneys (if any) in the firm who may assist with the provision of services.
- Tab 4: Specialized Legal Services Competence: Provide information about the attorney and firm's experience in providing legal services to municipal organizations. Provide at least three (3) references from these organizations including names, contact person and phone numbers.
- Tab 5: Capacity and Capability: Provide information about the attorney and firm's capacity and capability to perform on short notice and in a timely manner. If the appointed City Attorney is not available, are there other means of responding to requests?
- Tab 6: Approach to Communicating with the Village: Describe the attorney and firm's approach to communicating with the Village in regard to progress reports, status reports, recommendations, status of opinions, etc.
- Tab 7: Understanding of Services to be Provided: Describe the attorney and firm's understanding of the scope of work.
- Tab 8: Work Schedule and Approach to Project Management: Provide a plan for service delivery, and an explanation of how tasks and projects are managed within the firm to ensure timely response and completion.
- Tab 9: Litigation/Ethics
  - Provide the style and cite of any current/pending litigation and any litigation settled or disposed within the past five (5) years against the Offeror, its Attorneys and employees, including its parent, sister or subsidiary companies, and proposed sub-contractors.
  - Provide details of any ethics violations or State Bar actions within the past five (5) years against the Offeror, its Attorneys, and employees, including its parent, sister, or subsidiary companies, and proposed sub-contractors.
- Tab 10: Disclosure of Conflict of Interest Form CIQ

## **2.2 Failure to Provide Completed Documentation**

Failure to complete the above documentation may be grounds to declare a SOQ non-responsive and the Village may reject the SOQ in whole or in part.



## SECTION 3.

### SCOPE OF WORK

#### 3.1 Scope of Work

The Village of Salado is a General Law municipality, with a population of approximately 2,400 residents, encompassing approximately 2.2 square miles of land in central Texas. It provides a wide variety of services to citizens and visitors in the Salado area. These include police, utilities (wastewater, etc.), community development, building inspections and code enforcement, parks and recreation, and other services.

An important part of this governance relies on quality legal services. This scope of services will include the appointment of one individual or law firm to serve in the position of City Attorney, who will be appointed by and serve at the will and pleasure of the Salado Board of Aldermen.

The legal services under consideration in this RFQ involve (but are not limited to):

1. Providing a variety of proactive, high-quality, and timely legal opinions to the Board of Aldermen and Village staff.
2. Attending regular meetings of the Board of Aldermen and occasional special-called meetings, as requested, and meetings of the Village's boards and commissions, as requested.
3. Being intimately familiar with the Village's Code of Ordinances, applicable State and Federal laws, and other applicable documents (such as the Village Personnel Policies and Procedures, code enforcement process, etc.).
4. Providing advice to the Village on a variety of legal matters.
5. Representing the Village as City Attorney in legal matters.
6. Serving as the City Attorney by prosecuting violations of municipal ordinances.
7. Reviewing and/or drafting ordinances, resolutions, and other documents as requested by the Board of Aldermen, Village Administrator, or assigned staff.
8. Negotiating and administering contracts as well as assisting with contract disputes.
9. Reviewing and making recommendations on a variety of projects and proposals which have legal ramifications.
10. Maintaining an appropriate relationship with professional organizations in the field of municipal legal services.

11. Staying abreast and informing the Village of new or proposed State and Federal legislation affecting the Village.
12. Researching alternative approaches to resolving legal problems.
13. Assisting and/or advising on the collection of delinquent revenues.
14. Providing proactive legal counsel on issues pertaining to personnel policies and procedures and providing counsel in all compliance employment matters including, but not limited to, EEOC, FLSA, FMLA, and OSHA requirements.
15. Prosecuting offenders in the municipal court, including preparation of all charges and complaints against, and appearing in the appropriate court in the prosecution of every person charged with the violation of a Village ordinance.
16. Assisting the City Secretary in staying current on State and Federal Election Laws and the administration of elections for the Village.
17. Knowledge of land use laws and abilities of the Village to implement and administer such laws in conformance with State requirements and the Village Board of Aldermen's desire to improve such land use planning.
18. Knowledge of laws and experience with managing extraterritorial jurisdiction and annexation.
19. Knowledge of laws and methods to facilitate effective code enforcement to improve deteriorating areas of the Village, including demolition procedures and property maintenance code provisions.
20. Knowledge of Texas Open Records and Open Meetings laws.
21. Knowledge of laws and experience in applying Chapter 380 provisions to economic development.
22. Knowledge of laws and experience in working with utilities (water, sewer, electric, etc.) and emergency services districts.
23. Knowledge of laws and experience in working with Hotel Occupancy Taxes.

## **SECTION 4.**

### **INSURANCE REQUIREMENTS**

#### **4.1 Insurance**

Contractors providing goods, materials and services for the Village of Salado shall, during the term of the contract with the Village of Salado or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the Village of Salado as an additional insured as to all applicable coverage with the exception of worker's compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the Village of Salado for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the Village of Salado for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

#### **4.2 Insurance Company Qualifications**

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

#### **4.3 Certificate of Insurance**

A certificate of insurance evidencing the required insurance shall be submitted with the Offeror's SOQ. If the contract is renewed or extended by the Village of Salado, a certificate of insurance shall also be provided to the Village of Salado prior to the date the contract is renewed or extended.

#### **4.4 Type of Contract and Amount of Insurance**

Statutory workers compensation insurance as required by state law.

Professional Services Professional Liability insurance with a minimum of \$1 million dollars per occurrence and \$2 million dollars aggregate.

**STATEMENT OF QUALIFICATIONS (SOQ) ACKNOWLEDGEMENT FORM  
ANTI-COLLUSION CERTIFICATION**

The undersigned certifies that: (i) he/she is duly authorized to submit and execute this SOQ and (ii) the Offeror and its principals, shareholders, members, partners, employees and/or agents have not and will not attempt to lobby (directly or indirectly) the Village of Salado Board of Aldermen or any employees or agents of the Village with regard to this SOQ.

The undersigned further certifies that the enclosed SOQ is submitted in accordance with all instructions, specifications, definitions, conditions contained herein and that the undersigned is aware that failing to submit a conforming SOQ may result in partial or full rejection of the Offeror's SOQ.

\_\_\_\_\_  
Offeror Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Signatory Name

\_\_\_\_\_  
Address

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Position/Title

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City/State

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