

WASTEWATER RATE AND IMPACT FEE PREPARATION SERVICES REQUEST FOR QUALIFICATIONS

Village of Salado

The VILLAGE OF SALADO, TEXAS ("Village") requests the submission of proposals for wastewater rate and impact fee preparation services. Interested responders may obtain a copy of the Request for Proposals ("RFP"), which specifies details regarding the response and selection process, at the Salado Municipal Building, 301 N. Stagecoach, Salado, Texas, 76571, online at www.saladotx.gov or by contacting Village Administrator Don Ferguson by phone at 254.947.5060 or via email at dferguson@saladotx.gov. All proposals must be sealed and received by the Village at the Salado Municipal Building, 301 N. Stagecoach /P.O. Box 219, Salado, Texas, 76571. on or before 2:00 p.m., Monday, August 7, 2017. Envelopes containing responses shall be properly addressed and marked "Request for Proposals - Wastewater Rate and Impact Fee Preparation Services". Any response received after this time and date will not be considered. Facsimile responses and electronically mailed responses will not be accepted. Responses will be opened and read aloud at 2:00 p.m., Monday, August 7, 2017, at the Salado Municipal Building.



Village of Salado

301 N. Stagecoach Rd., P.O. Box 219, Salado, Texas, 76571
Phone: (254) 947-5060 - Fax: (254) 947-5061

Skip Blancett, Mayor - Fred Brown, Mayor Pro-Tem
Aldermen - Andy Jackson, Amber Dankert, Frank Coachman, Michael McDougal
Don Ferguson, Village Administrator

July 11, 2017

The purpose of this letter is to advise you that the Village of Salado has issued a Request for Proposals ("RFP") for Wastewater Rate and Impact Fee Preparation Services. Attached is a copy of the RFP for your review and consideration.

Submissions, in response to the RFP relating to the above-mentioned services, will be accepted at the Salado Municipal Building, 301 N. Stagecoach, Salado, Texas, 76571, until **2 p.m. on Monday, August 7, 2017.**

Please be advised that submissions received after the underlined time and date specified above will not be considered.

In the event you have any questions or need more information, please feel free to contact me at 254.947.5060.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Ferguson', is written over the printed name and title.

Don Ferguson
Village Administrator

REQUEST FOR PROPOSALS
WASTEWATER RATE AND IMPACT FEE
PREPARATION SERVICES



VILLAGE OF SALADO

**P.O. BOX 219 / 301 N. STAGECOACH
SALADO, TEXAS 76571**

SUBMISSION DEADLINE:
MONDAY, AUGUST 7, 2017
2 P.M.

I. INTRODUCTION

The Village of Salado, Texas, is accepting proposals from qualified consultants interested in providing professional services to establish the initial wastewater rates and impact fees for the soon-to-be-constructed Salado Wastewater System in accordance with the requirements of Texas laws and regulations, including Chapter 395 of the Texas Local Government Code.

It is the intent of the Village of Salado to select a single consultant to accomplish all the services outlined in this Request for Proposals (the "RFP").

The Village of Salado intends to execute a contract for the requested services commencing within thirty (30) days after the date of the award by the Village of Salado and continuing for a period sufficient to complete the original scope of work but no more than three (3) months from the date of execution without specific approval from the Village of Salado.

It is understood that the Village of Salado reserves the right to negotiate all elements that compose the response and to accept or reject part or all of any response.

RFP documents are available at the Village of Salado and online at www.saladotx.gov. Any addendums will be posted on the aforementioned website.

II. DEFINITIONS

Village – Village of Salado, Texas

Consultant - Professional or consulting firm submitting a response to this RFQ. This shall also include the successful Consultant or Firm.

Wastewater Rates –

RFQ - Request for Qualifications; this solicitation.

III. OVERVIEW OF SALADO, TEXAS, AND ITS WASTEWATER RATES AND IMPACT FEES

Salado is a small city located in Bell County, one of the fastest-growing counties in the in the State of Texas. Salado features a tourist-based economy with a minimal ad valorem tax. The Village relies largely on property tax and sales tax revenues to meet the needs of its residents and visitors. Steady growth has been reported in sales tax revenues in the last two (2) years. The most recent population estimate for Salado is 2,140 (2015).

The Village of Salado is a General Law-Type A municipality. As of 2017, the Salado Board of Aldermen includes Mayor Skip Blancett, Mayor Pro-Tem Fred Brown, and Aldermen Andy Jackson, Amber Dankert, Frank Coachman and Michael McDougal. The Village Administrator is Don Ferguson.

The heart and economic core of Salado is its central business district, commonly referred to as Main Street. Traversed by the Salado Creek, the business district is facing serious wastewater issues which threaten the future of the district. Properties in this business district rely on largely outdated and inadequate septic systems, some of which are failing and causing serious environmental concerns. Many property owners do

not have the financial means, and almost no property owners have the additional land needed, to bring their systems into compliance with current regulations. As a result, many could be forced to close their businesses if they are required to make their septic system compliant.

To protect the environment, preserve existing businesses, and facilitate future economic development in the district, the Village is preparing to construct a wastewater collection system and treatment plant to serve the properties that make up the Village's central business district along with a yet-to-be constructed mixed-use development that will contain both residential and commercial development. The subject wastewater system will be the Village's only wastewater system and serve only the referenced service area. The Village currently does not have wastewater rates and impact fees established for the wastewater system.

IV. PROJECT OVERVIEW

The Village is soliciting the services of qualified professional service firms ("Consultant") for the purpose of entering into a consulting services agreement to provide professional services for the process of developing wastewater rates and impact fees. The Consultant will take the lead role in all public forums, workshops, meetings, and hearings. Village staff will provide a support role during this period. The Consultant will be expected to begin work as soon as the contract is executed. The Consultant will be expected to produce a capital improvement plan and to assist in the calculation of, notice of, and public hearings on wastewater impact fees.

The proposing firm should be able to provide, at a minimum, the services listed below. The Village recognizes the services identified below are not exhaustive and therefore will rely upon the Consultant to identify other topics or services of importance to include. The Village desires to select a Consultant capable of performing all responsibilities normally associated with the development of wastewater rates, impact fee capital improvements plan, impact fee land use assumptions, impact fee schedules, and impact fee ordinances needed for the adoption of the impact fee and wastewater rates. **The scope of services for the project should include, but are not limited to, the following tasks:**

1. Public Participation:

- a. Develop an effective schedule for public participation, facilitate public hearings with the Board of Aldermen, and submit draft wastewater rate and impact fee-related documents for review and distribution to the public. This shall include assisting in the development and preparation of any required public notices and news releases.
- b. In relation to the development of impact fees, the Consultant shall assist the Village in the development of a schedule to complete the project and ensure that all relevant materials are presented to and considered by the public as required by Chapter 395 of the Texas Local Government Code. This shall also include assisting the Village in establishing its Wastewater Impact Fee Advisory Committee as required by state law, including Chapter 395 of the Texas Local Government Code.

2. Impact Fee Development:

- a. Develop project schedule, identifying key tasks and completion dates.
- b. Review all relevant current Village of Salado documents, including but not limited to Land Use Assumptions, Capital Improvements Plan, Fee Schedules, and Village Resolutions & Ordinances.
- c. Review of all relevant long-range plans of the Village for the planned service area, including their respective proposed capital improvements for appropriate inclusion.
- d. Review of all relevant infrastructure models and the Village's planning & development projections for the planned service area, including discussions with the Village's staff as appropriate to complete project tasks.
- e. Update the Land Use Assumptions for the planned service area in compliance with the requirements of state laws and regulations, including Texas Local Government Code Chapter 395.
- f. Update Capital Improvements Plan for the Village's planned wastewater system in compliance with the requirements of state laws and regulations, including Texas Local Government Code Chapter 395.
- g. Review and assess legislative requirements to determine any consequences on the Village's Wastewater Impact Fee development and implementation.
- h. Prepare the Village's Wastewater Impact Fee Land Use Assumptions Report in compliance with the requirements of state laws and regulations, including Chapter 395 of Texas Local Government Code.
- i. Prepare the Village's Wastewater Impact Fee Capital Improvements Plan Report in compliance with the requirements of state laws and regulations, including Chapter 395 of Texas Local Government Code.
- j. Prepare the Village's Wastewater Impact Fee Ordinances for the Board of Aldermen's consideration and adoption in compliance with the requirements of state laws and regulations, including Chapter 395 of Texas Local Government Code.

3. Wastewater Rate Elements and Adoption

- a. Develop project schedule, identifying key tasks and completion dates.
- b. Develop commercial and residential rate structure that will allow the Village to meet financial obligations; and ensuring long term financial stability and health of its wastewater fund.
- c. Develop a rate structure in which revenues adequately fund system maintenance to accepted industry standards by incorporating variables such as age and condition of infrastructure, future replacement costs, technological turnover, cost inflation, and asset depreciation.
- d. Develop a rate structure that conforms to existing and anticipated statutory regulations for the Village and public utilities in general.
- e. Develop a rate structure which conforms to mandatory cash flow, debt service and reserve requirements, and generally accepted guidelines for responsible financial management of utility enterprise funds.
- f. Develop wastewater rates which are equitable across all account types and land uses.
- g. Align fixed operating costs with fixed revenues (base charge) and variable costs with variable revenues (volume charge) according to accepted guidelines and standards.
- h. Fully fund necessary capacity expansions through an equitable combination of rates and impact fees.

- i. Account for O&M, capital improvements, debt service, and other necessary costs in the wastewater rates
 - j. Create a model that easily supplies meaningful information to the public, Elected Officials, and Staff in which the inputs are comprehensive and transparent.
 - k. Assess all rate recommendations in light of the Village's demographic base and income status. Develop an understanding of Village's current financial policies and practices related to cash flow, reserves, debt service etc. and compare those policies and practices with mandated requirements and generally accepted principles of utility enterprise fund management.
 - l. Develop an understanding of existing Facilities Master Plans, Capital Improvement Plans, annexation and expansion plans, and other long range planning documents and the impacts of those plans on future rates and impact fees.
 - m. Develop a proposed wastewater rate schedule that reflects Village priorities and contains proposed rates for a 5-year period.
 - n. Develop a wastewater rate projection model that forecasts rates to 20 years based on expected cost increases and capital expenditures over time.
 - o. Provide justifications for any special classes of customers under the recommended rate structure.
4. **Role of the Village:** The Village staff is available to assist the selected Consultant. The Consultant, however, must have the resources and abilities to fully complete the project. In addition, the preparation and publication of all public hearings notices will be handled by Village staff, but the Consultant shall provide any information needed to ensure the notices are sufficient. The Village shall be responsible for providing facilities for such hearings. The Village will provide all available current digital, GIS mapping related information to the Consultant to utilize during the adoption process but provides no guarantee of compatibility of systems or software. In addition, the Village shall furnish all reasonably available records and information, including financial reports, project capital and O&M costs, budget, interagency service agreements, and consumption data, along with information on Capital Improvement Plans, Master Plans, and other pertinent long range planning documents.
5. **Role of the Consultant:** The Consultant will furnish all required labor, materials, supplies, and travel required in connection with the project. The Village expects that the project staff will include individuals with expertise in fields of comprehensive planning, infrastructure systems, mapping, and technical report writing.
6. **Report Refinement, Preparation and Adoption**
- a. Based on comments from the public, any Village boards, commissions or advisory committees, Board of Aldermen, Village staff, the Consultant shall prepare a draft copy of a Report to present to the Board of Aldermen and public.
 - b. The Consultant shall also provide ten (10) bound, color copies (if appropriate) of the Report, one (1) unbound color (if appropriate) copy of the Report, five (5) sets of all maps contained within the final capital improvements plan (minimum 24" x 36" dimensions) included in the Report, and one (1) electronic version of the Report in Microsoft Word, Adobe Acrobat, ArcGIS shapefiles and map files, and/or PDF format as best suits the Village's compatibility. The Consultant shall also provide all geographic information system (GIS) data used to create maps that are contained in the Report document

The proposal shall address wastewater rate and impact fee development for infrastructure as follows:

- Salado Wastewater System (Initial wastewater rates and impact fee)

V. PROPOSAL CONTENT

1. Title Page: Show the proposal subject, the name of the Consultant's firm, and its address, telephone number, name of the contact person, and the date.
2. Table of Contents: Include a clear indication of the subject material by section and page number.
3. Transmittal Letter: A letter from an authorized representative of the responding firm that has the authority to bind the firm by entering into a formal agreement for the professional services required for the Wastewater Impact Fees.
4. Discuss understanding of the scope of work being requested by the Village under this solicitation.
5. The cost to for the consultant to complete the scope of work being requested by the Village under the solicitation.
6. Discuss in detail how the responding firm will complete the scope of work and related services. Provide a work program that addresses in detail the anticipated approach of the firm. This should encompass a narrative and graphics detailing the project approach that would be employed to conduct and to complete the project. Describe the process approach that was used in the past to complete a similar project. Examples of work completed in other communities with similar geographic and demographic characteristics as Salado are strongly encouraged.
7. Provide resume of firm's personnel that will be assigned to perform tasks and services to develop the Village's Wastewater Rates and Impact Fees, including their respective roles. Include an organizational chart identifying team members and their areas of responsibility for the project.
8. Describe background information concerning the firm, including number of years in business under this name and breakdown of personnel in the proposing office(s).
9. Information on similar planning projects completed by the firm within the past five (5) years, including contacts that may be used for references.
10. All proposals must state the period for which the proposal will remain in effect. Such period will not be less than 120 days from the proposal due date.
11. Submit a completed *Certification Form* with the response.
12. Submit a completed Conflict of Interest form ("CIQ") with the response.
13. If the Consultant intends to use sub-consultants, the proposal shall include the same information as that required for the Consultant. Once the Consultant's proposal is selected, sub-consultants may not be substituted without approval of the Village.

VI. EVALUATION AND SELECTION PROCESS

Proposals that comply with the instructions set forth in this document will be evaluated by the Village of Salado; however, the Village reserves the right to accept or reject any or all proposals received, in whole or in part. At its discretion, in the Village's best interest, the Village of Salado may choose to waive irregularities or deviations from the RFP instructions.

The Village shall review and rank all responses according to qualifications, and consultants may be selected for interviews or oral presentations as deemed necessary by the Village.

The Village will evaluate the proposals from consultants submitting responses based on but not limited to the following criteria and will award points in each category up to the maximum number of points listed:

<u>Criteria</u>	<u>Maximum # of Points</u>
1. Quality of response submission. All information requested has been submitted.	10
2. The consultant's history, background, staffing, and capabilities to complete this assignment.	15
3. Approach to providing services, proposed methodology and time lines. Commitment to meeting project agendas, time frames, and budgets.	25
4. Personnel or sub-consultants' background, qualifications, demonstrated creativity, and experience in the planning industry and particularly wastewater rate and impact fee development.	25
5. Experience and demonstrated expertise in developing a similar Report for similarly-sized communities. Municipal references and samples provided for work of similar scope.	25
TOTAL	100

1. Evaluation Committee and Ranking:

A committee comprising of Village staff and one (1) member of the Board of Aldermen shall review and rank all responses, and consultants may be selected for interviews or oral presentations as

deemed necessary by the committee. The Village makes no commitment to any respondent to this RFQ beyond consideration of its written response.

2. Interviews and Presentations:

The Village may conduct interviews with one (1) or more qualified consultants who timely and properly submit a response. The Village reserves the right to select a consultant without interviews based solely on the information contained in the response.

3. Contract:

The selection of the consultants and the execution of a contract, while anticipated, are not guaranteed by the Village. The Village reserves the right to determine which response is in the Village's best interest and to award the contract on that basis, to reject any and all responses or portions thereof, waive any irregularities of any response or negotiate with any potential proponent (after responses are opened) if such is deemed in the best interest of the Village.

VI. AWARD OF CONTRACT

1. Negotiations:

After selection of a consultant, the Village will then enter into negotiations as to the terms of the contract, all aspects of services, and the compensation to be paid to the proponent.

2. Inability to Reach Agreement:

In the event the negotiations between the most qualified proponent(s) selected and the Village cannot be completed as a result of an inability to reach agreement on the fee for services or the scope of work to be performed, then, at the option of the Village, the contract may be awarded to the next most qualified proponent. Negotiations will continue in this sequence until a contract is finalized or all responses are rejected.

3. Final Contract

a. The selected consultant will be required to assume responsibility for all services offered in its response, whether or not such services are provided by a partnership arrangement. The successful consultant will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

b. BOARD OF ALDERMEN APPROVAL: Final contract shall be subject to approval by the Board of Aldermen.

c. This RFP and the successful consultant's response, or any part thereof, may be incorporated into and made a part of the final contract. The Village reserves the right to negotiate the terms and conditions of the contract with the successful consultant.

VII. ANTICIPATED CONSULTANT SELECTION SCHEDULE *(subject to modification)*

The tentative schedule for this Request for Proposals is as follows:

RFP's and Village plans are posted at www.saladotx.gov

Pre-Proposal/Submission Meeting (s): None

Deadline for Questions and Inquiries: No later than 5 p.m. on 7/26/17

Submission Deadline: No later than 2 p.m. on 8/7/17

VIII. SUBMISSION INSTRUCTIONS/REQUIREMENTS

Submit one (1) original, three (3) copies and a CD, thumb drive, or DVD as a .pdf file of the proposal to the Village of Salado:

No later than 2 p.m. on 8/7/17

Qualifications must be received at the Village of Salado before opening date and time, submitted in a sealed envelope or package stating on the outside: "Request for Proposals -Wastewater Rate and Impact Fee Preparation Services" submitted by the bidder's name, address, title, and due date.

IF HAND DELIVERED:

Village of Salado
Attention: Don Ferguson
301 N. Stagecoach Road
Salado, TX 76571

MAILING ADDRESS:

Village of Salado
Attention: Don Ferguson
P.O. Box 219
Salado, TX 76571

VIII. INSTRUCTIONS, TERMS AND CONDITIONS

General Instructions:

Consultants submitting responses should carefully examine all terms, conditions, specifications, and related documents. Should discrepancies or omissions from the specifications or related documents be discovered, or should there be doubt as to their meaning, the Village should be notified immediately for clarification prior to submitting the responses. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the Village's interpretation shall govern.

Addenda and Questions:

All question regarding this response and any regarding the meaning or intent of the RFP are to be directed to the following contact. Interpretations or clarification considered necessary by the Village in response to such questions will be issued by Addenda and posted online. Questions received after the stated deadline for the receipt of questions and inquiries will not be answered. Only questions answered by a formal written Addenda will be binding. No oral and other interpretations or clarification will be considered official or binding. All addenda shall be acknowledged on the *Certification* form attached herein.

Village of Salado
Contact: Don Ferguson
dferguson@saladotx.gov

Altering Responses:

Responses cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the response, guaranteeing authenticity.

Certification:

Responses must be completed and submitted as required in this document. A *Certification* form, attached herein, must be fully completed. **Submittals that do not include a signed *Certification* form may be considered non-responsive and not evaluated.**

Communication:

The Village shall not be responsible for any verbal communication between any employee of the Village and any potential firm. Only timely and properly submitted written responses will be considered.

Conflict of Interest:

No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

Contract Award:

If a contract is awarded, the consultant will be selected on a rational basis using the response evaluation factors and results of subsequent negotiations. The Village has the right to award a contract upon the conditions, terms, and specifications contained in a response submitted to the Village for a period of up to one hundred twenty (120) days following the date specified for the response submission deadline.

Delivery:

All delivery and freight charges are to be included in the response price.

Descriptions:

It is the intent of the Village to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of product or to meet a pre-established standard of quality. Consultants may offer items of equal quality, and the burden of proof of such quality rests with them. The Village shall act as sole judge in determining quality and acceptability of products offered.

Disclosure:

There will be no disclosure of contents to competing firms and all responses will be kept confidential during the selection process to the degree permitted by law. The Village is subject to the Texas Public Information Act, Texas Government Code, Chapter 552. Government Code 552.110 excepts from required public disclosure a trade secret or commercial or financial information that may be privileged or confidential by statute or judicial decision. However, the Village considers all information, documentation, and other materials requested to be submitted in response to this RFQ to be non-confidential and/or non-proprietary and therefore subject to public disclosure after the contract are executed.

Documentation:

The Consultant shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of response. Vendor is encouraged to submit concise and clear responses to the RFQ. Responses of excessive length or complexity are discouraged. The Village reserves the right to include the selected response or any part or parts of the selected response in the final contract.

Ethics:

The Consultant shall not offer gifts or anything of value or enter into any business arrangement with any employee, official, or agent of the Village of Salado. More than one response on any one contract from a firm or individual under different names shall be grounds for rejection of all responses in which the firm or individual has an interest. One or all responses will be rejected if there is any reason to believe that collusion exists between respondents. Consultants must comply with Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Village, including affiliations and business and financial relationships such persons may have with Village officers. By doing business or seeking to do business with the Village, including submitting a response to this RFP, the Consultant acknowledges that he/she has been notified of the requirements of Chapter 176 of the Texas Local Government Code and is representing that said Consultant is in compliance with those requirements. *Conflict of Interest Questionnaire* contained herein must be filled out and turned in with each response.

Conflict of Interest:

Chapter 176 of the Local Government Code creates a new filing requirement for persons who contract or are seeking to do business with local government entities to make financial and business disclosures.

A vendor or other person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity, or is an agent of a vendor or person who is seeking to contract with the Village must file a Conflict Disclosure Questionnaire (<https://www.ethics.state.tx.us/forms/CIQ.pdf>) within seven (7) business days of:

- Beginning contract discussions or negotiations
- Or submitting an application, response to a request for proposal or bid,
- Or other communication related to a potential contract.
- Failure to file a questionnaire is a class C misdemeanor.

Note: As part of this proposal packet, please mark “Not Applicable” on any questions that do not apply to your affiliation or business relationship with a Village of Salado elected officer and return with the response package. **Failure to return this document may disqualify your response from consideration.**

A vendor required to file a Conflict of Interest Questionnaire is not required to file an updated questionnaire in a year in which they filed the initial questionnaire after June 1, but before September 1 of that year.

Please submit the Conflict of Interest Questionnaire with your proposal/bid submission.

Indemnification:

The successful Consultant shall indemnify, defend, and hold the Village, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including all expenses of litigation, court costs, and attorney’s fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of contractor, its officers, employees, agents, or subcontractors, in performing its obligations under this contract.

Invoices:

Invoices submitted for payment shall be addressed to the Village. Periodic payments will be made within thirty (30) days of invoice date provided that all other requirements are detailed in the contract have been fulfilled.

Late Responses:

Responses received after submission deadline will be considered void and unacceptable. The Village is not responsible for lateness or non-delivery of mail/email, carrier, etc., and the date/time stamp in the Village office or email message shall be the official time of receipt.

Lobbying Prohibited:

Consultants are prohibited from directly or indirectly communicating with any elected or appointed official of the Village regarding the Consultant's qualifications or any other matter related to the eventual award of a contract for the services requested under this RFP. Consultants are prohibited from contacting Village Aldermen and Village staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff or committee member. Any violation will result in immediate disqualification of the Consultant from the selection process.

Management:

Should there be a change in ownership or management of the successful respondent, any and all contracts that result from this RFP shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions, requirements, terms, conditions, schedule, and fees. This contract is non-transferable by either party.

Pricing:

Prices for all goods and/or services shall be firm for the duration of this contract. **Prices shall be all-inclusive.** Additional charges not shown in the response will not be honored. Responses must comply with all federal, state, county and local laws concerning this type of goods or service.

Reimbursement:

There is no express or implied obligation for the Village to reimburse responding Consultants for any expenses incurred in preparing responses in response to this RFP, and Village will not reimburse responding firms for these expenses, nor will Village pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Reservations:

The Village reserves the right to accept or reject any or all responses as a result of this request, to negotiate with all qualified sources, or to cancel, add, or subtract, in part or in its entirety, this RFP if found in the best interest of the Village. All responses become the property of the Village.

Responsible Firms:

The Village shall consider only responsible consultants who have the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the

contract. The Village will consider references and other information available, whether specifically provided by the respondent or otherwise. Consultants with an owner or principal convicted within the past 10 years of a crime that impugns honesty or integrity, or with unsatisfied tax or judgment liens, are ineligible to participate and shall not submit.

Sales Tax:

The Village is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. **Do not include tax in response.**

Withdrawal of Responses:

Any response may be withdrawn prior to the scheduling time for opening. Notice to withdraw the response must be in writing and submitted to the Village prior to the scheduled time for opening responses. Any response withdrawal notice, which is received after the deadline for receiving responses, shall not be considered.

Insurance:

The successful Consultant shall provide and maintain the minimum insurance coverage required by the Village.

ATTACHMENT A: CERTIFICATION

The undersigned affirms that they are duly authorized and qualified to submit this response. The undersigned affirms that the firm is willing to sign the enclosed Standard Contract without modification.

Respondent must initial next to each addendum received in order to verify receipt:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

Respondent Must Fill in and Sign:

NAME OF CONSULTANT/FIRM: _____

AGENT'S NAME: _____

AGENT'S TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE & FAX NUMBERS: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

DATE: _____