

**Warren County Economic Development Authority
REQUEST FOR QUALIFICATIONS
FOR THE PROVISION OF LEGAL SERVICES**

ISSUING DATE: August 27, 2019
CLOSING DATE: September 23, 2019

The Warren County Economic Development Authority (hereinafter “WCEDA” shall refer to the Warren County Economic Development Authority and its staff) is requesting qualifications and proposals from qualified individuals and/or firms who wish to be considered for providing professional legal services on an “as needed” basis to the WCEDA. Sealed proposals will be accepted until, and no later than Monday, September 23, 2019 at 10:00 a.m.

1.0 GENERAL INFORMATION

WCEDA desires to establish a general legal services contract specifically between the WCEDA and a selected individual or firm to serve as the WCEDA Attorney. The WCEDA Attorney works at the direction and under the general oversight of the WCEDA. The WCEDA Attorney is expected to provide legal counsel to the WCEDA and any other entity or individual as agreed upon. Specific workload and commitment of hours will vary based on the needs of the WCEDA.

Any proposer must have thorough knowledge of Virginia local government law, legal procedures, court cases and administrative regulations pertaining to, but not limited to: land use, taxation, contracts, real estate, public financing, public sector employment law, civil litigation, constitutional law, related regulatory laws and administrative procedures pertaining to economic development authorities in the Commonwealth of Virginia.

The individual appointed either as a sole practitioner or a member of a law firm shall be a member of the Virginia State Bar. The candidate should possess at least five (5) years of experience as a practicing attorney in the Commonwealth of Virginia within the field of municipal law. The candidate shall be a member in good standing of the Virginia State Bar and have an active license to practice law within the Commonwealth of Virginia. The candidate must be admitted to practice law in all Virginia courts and applicable federal courts.

The WCEDA supports both Warren County and the Town of Front Royal on economic development issues. It is a semi-autonomous board composed of a 7-member Board of Directors chaired by Edwin Daley and has two staff members, Executive Director Doug Parsons and Administrative Assistant Gretchen Henderson.

2.0 SCOPE OF SERVICES REQUESTED

2.1 Legal services to be provided to WCEDA include, but are not limited to, the following:

- A. Provide counseling on issues as they arise to the WCEDA .

- B. Prepare and/or review contracts, leases, easements, deeds and other legal instruments on behalf of the WCEDA.
- C. Draft resolutions and other legal documents.
- D. Support WCEDA in the interpretation and implementation of the Warren County and Town of Front Royal ordinances and code.
- E. Keep the WCEDA Board and staff apprised of changes to state and federal law, which potentially impacts the WCEDA.
- F. Litigating in all state and federal courts, as required.
- G. Assist WCEDA in the administration and compliance with public procurement and public financing, questions regarding open and closed session WCEDA Board meetings, and the like.
- H. Provide legal counsel to WCEDA on human resource and personnel related matters.
- I. Attendance at all regular meetings of the WCEDA. The Board meets at 8 a.m. on the fourth Friday of each month. From time to time the WCEDA Attorney may be asked to attend special meetings of the WCEDA, meetings with the Warren County Board, Town Council of Front Royal, advisory boards, commissions, and committees, and outside counsel.
- J. Assist Freedom of Information Officer in the response to Freedom of Information Act Requests.
- K. Process delinquent loan accounts in General District and/or Circuit Court.

2.2 Billing: Invoices for legal services must be received within forty-five (45) days of the last day of the month in which the service was provided. At a minimum, the Provider's monthly invoice must contain the following information: legal name of the Provider and all contact information; the applicable services provided; and specific service dates.

2.3 The Provider may be requested from time to time to provide cost estimates or quotes for specific projects.

3.0 CONTACT PERSONS

Questions regarding this Request for Qualifications (RFQ) or the evaluation process should be directed to:

Doug Parsons, Executive Director

Front Royal Warren County Economic Development Authority
400 Kendrick Lane
Front Royal, VA 22630

4.0 PROPOSAL SUBMISSION

Submittals shall be prepared simply and economically, presenting a concise description of the proposer’s capabilities and qualifications to satisfy the requirements of this RFQ and any relevant local government experience. The submittals shall include:

4.1 One (1) original and three (3) exact copies of each proposal must be submitted to: Ms. Gretchen Henderson, Administrative Assistant; Front Royal Warren County Economic Development Authority; 400 Kendrick Lane; Front Royal, VA 22630 in a sealed envelope or package and must be marked: **SEALED PROPOSAL**. Proposals must be received no later than Monday, September 23, 2019 at 10:00 a.m.

4.2 Proposer’s name and address shall be clearly marked on the outside of the sealed proposal envelope.

4.3 WCEDA will not be responsible for any cost incurred by any proposer who chooses to submit a proposal.

4.4 No proposals will be accepted or considered after the proposal closing date and time. The date of postmark will not be considered.

4.5 Proposals may be withdrawn by written request from the proposer to the WCEDA prior to the proposal closing date.

5.0 GENERAL CONDITIONS

5.1 It is the responsibility of the proposer to inquire about and clarify any requirements of this RFQ that are not understood.

5.2 Any interpretation relative to interpretation of these specifications shall be requested in writing at least five (5) working days prior to the date set for the opening of proposals.

5.3 Any interpretation made to a prospective proposer will be expressed in the form of an addendum to the specifications that will be sent to all known prospective proposers no later than three (3) working days before the date set for opening of proposals. Oral answers will not be authoritative.

5.4 No protests regarding the validity or appropriateness of the specifications or of the RFQ will be considered unless the protest is filed in writing with the WCEDA Executive Director, Doug Parsons, prior to the closing date for proposals.

5.5 WCEDA reserves the right to reject any and/or all proposals received and to waive informalities in the proposal process.

5.6 During the performance of the resulting contract, the Provider agrees as follows:

- A. The provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Provider. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Provider, in all solicitations or advertisements for employees placed by or on behalf of the Provider, will state that such Provider is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Provider will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- E. The Provider does not, and shall not, during the performance of the resulting contract for services, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. The Provider agrees to (i) provide a drug-free workplace for the Provider's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Provider that the Provider maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, §§ 2.2-4300 -- 2.2-4377, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- G. The resulting contract may not be assignable by the Provider, in whole or in part, without the written consent of WCEDA .
- H. By submitting a proposal, all proposers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or subcontractor in connection with their proposal; and that they have not conferred upon any public employee having official responsibility a subscription, advance, deposit of money, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5.7 Termination for Convenience

The resulting Contract for services may be terminated by WCEDA upon not less than sixty (60) days written notice to the provider for WCEDA's convenience and without cause. In the event of such termination, the provider shall be compensated for satisfactory services performed prior to termination.

6.0 PROPOSAL SELECTION PROCESS

6.1 Proposal Review

A representative Review Committee will review all proposals received and select qualified individuals or firms to be interviewed.

6.2 Oral Presentation/Interviews

The Committee shall engage in individual discussions with proposers deemed fully qualified and suitable based on initial responses and with emphasis on professional competence to provide the required services. Repetitive informal interviews may occur. The proposers are encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the scope of services requested, as well as alternative concepts, if any. At this discussion stage, the Review Committee may discuss nonbinding estimates of price or rates for services.

6.3 Evaluation Phase

At the conclusion of the discussions and interviews, the committee will select in the order of preference proposers whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the proposer ranked first. Negotiations may also include, at no additional cost to WCEDA, an oral presentation of the proposal to the review committee and/or the WCEDA, and may include submission of additional or clarifying written information. If a contract that is satisfactory and advantageous can be negotiated at a price considered fair and reasonable, the award shall be made to that proposer. Otherwise, negotiations will continue with the proposer ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price.

WCEDA reserves the right to award more than one contract, if it determines that qualifications of the proposers warrant separate contracts for specified legal services.

Should WCEDA determine in writing and in its sole discretion, that only one proposer is fully qualified, or that one proposer is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that proposer.

7.0 PROPOSAL CONTENT

7.1 Proposers should address, but need not be limited to, all performance requirements listed herein, with a written proposal and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

- A. Proposer name, address, and telephone number.
- B. Provide a brief description of your firm, including number of employees and primary officers or partners.
- C. Identify the attorney(s) who are being proposed to provide the requested legal services and provide information about their background including education and legal experience.
- D. Provide information regarding your firm and specifically the identified attorney's, experience in local government legal issues or other relevant experience.
- E. Please provide a minimum of three (3) references in which similar legal service contracts or services have been provided within the last five (5) years.

7.2 Provide a statement acknowledging your opportunity prior to submitting the proposal, to raise any questions which you might have had about the requirements of this RFQ.

7.3 Trade secrets or proprietary information submitted by the proposer in connection with the procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the proposer must invoke the protections of this section prior to or upon submission of the data and/or other materials included in this proposal and must identify the data or other materials to be protected and state the reasons why protection is necessary.

7.4 All proposals shall be signed in ink by an authorized principal of the firm. The firm shall state that it is authorized to do business within the Commonwealth of Virginia.

7.5 Any other information that you may deem relevant in consideration of your firm.

8.0 TERM OF CONTRACT

It is the intent of the WCEDA to memorialize the relationship with the WCEDA Attorney in the form of a contract. The term of the contract shall be negotiated with the selected offeror.

The offeror should propose specific payment terms and arrangements. We prefer a flat monthly fee but will also entertain an hourly rate, retainer or a combination. During the negotiation phase, WCEDA and the offeror will agree on a mutually agreeable payment arrangement and fee structure.