



## REQUEST FOR STATEMENT OF QUALIFICATIONS

The City of Edinburg is soliciting sealed request for statement of qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time, on Monday, May 6, 2013**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

### RFQ No. 2013-003 ADVOCACY/LOBBYISTS SERVICES

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR STATEMENT OF QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: [www.cityofedinburg.com](http://www.cityofedinburg.com), or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)

If you have any questions or require additional information regarding this RFQ, please contact Mr. Ramiro Garza, Jr., City Manager, at (956) 388-8207.

Hand Delivered RFQ'S:

415 W. University Drive  
c/o City Secretary Department (1<sup>st</sup> Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg  
c/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079



415 W. University Drive • P.O. Bbx 1079 • Edinburg, Texas 78540  
Phone (956) 388-8204 • Fax (956) 383-7111



RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

**PURPOSE**

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for:

**ADVOCACY/LOBBYIST SERVICES**

**INTENT**

(2) The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

**SUBMITTAL OF RFQ**

(3) RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Ten (10) complete sets of the response One (1) original marked "ORIGINAL," and nine (9) copies marked. RFQs submitted by facsimile (fax) or electronically shall NOT be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

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c/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

**TIME ALLOWED FOR ACTION TAKEN**

(4) The City of Edinburg may hold RFQ/s 60 days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

**RIGHT TO REJECT/AWARD**

(5) The City of Edinburg reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

**ASSIGNMENT**

(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City of Edinburg.

**AWARD**

(7) Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

**NUMBER OF CONTRACTS**

(8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

**STATUTORY REQUIREMENTS**

(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

**ALTERATIONS/AMENDMENTS TO RFQ**

(10) RFQ **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initiated by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

**NO RESPONSE TO RFQ**

(11) If unable to submit a RFQ, respondent should return inquiry giving reasons.

**LIST OF EXCEPTIONS**

(12) The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

**PAYMENT**

(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

**SYNONYM**

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for ADVOCACY/LOBBYIST SERVICES as specified.

### **RESPONDENT'S EMPLOYEES**

(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

### **INDEMNIFICATION CLAUSE**

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

### **INTERPRETATIONS**

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

### **VERBAL THREATS**

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

### **CONFIDENTIAL INFORMATION**

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

### **PAST PERFORMANCE**

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

### **JURISDICTION**

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

### **RIGHT TO AUDIT**

(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the

vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

#### **VENUE**

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

#### **CONFLICT OF INTEREST**

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

#### **CONFIDENTIALITY OF INFORMATION AND SECURITY**

(25) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

#### **TERMINATION OF CONTRACT**

(26) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

#### **RESPONSE DEADLINE**

(27) Responses to the RFQ must be addressed to Mr. Ramiro Garza Jr, City Manager, City of Edinburg, City of Edinburg, 415 W. University Drive by **May 06, 2013 until 3:00 p.m.** for consideration. An original and nine (9) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for **"ADVOCACY/LOBBYIST SERVICES"**. **Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

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### **ADDENDA AND MODIFICATIONS**

(28) Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

### **RFQ PREPARATION COSTS**

(29) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

### **EQUAL EMPLOYMENT OPPORTUNITY**

(30) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

### **AUTHORIZATION TO BIND RESPONDENT TO RFQ**

(31) RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ . Partnership and Individual Respondent

shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

**Confidential Information** Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

**RFQ NO. 2013-003**  
**ADVOCACY/LOBBYISTS SERVICES**

**I. PURPOSE**

The City of Edinburg, Texas is seeking qualifications from experienced firms for professional services for Advocacy/Lobbyists Services.

**II. SERVICES REQUIRED**

The Scope of Work is a general guide to the work the City and EEDC expects to be performed by the Federal Advocate/Lobbyist, and is not a complete listing of all services that may be required or desired.

1. Advise the City and EEDC of the political and financial feasibility of the legislative platform and develop appropriate strategies in consultation with City Staff including, but not limited to, drafting City specific legislation, facilitating coalitions to advance any introduced legislation and guiding legislation through the legislative process, resulting in the chaptering of said legislation. Advise on presentation (organization, formatting, etc.) of legislative materials and assist in drafting materials and correspondence to support advocacy for legislative platform.
2. Proactively identify and analyze potential impacts of Federal budget proposals and pending legislation on the City and advocate accordingly. Assess legislative bills to determine the key pieces of legislation that should be brought to the City's attention.
3. Represent the City of Edinburg in terms of communicating the City's legislative platform and position on Federal budget proposals and legislative bills to various Federal stakeholders including writing letters of support/opposition and verbal communications (in person, meetings, testifying in Committees, etc.).
4. During the Federal legislative sessions, participate in weekly conference calls with the City Manager to review week's activity and plan for the upcoming week.
5. Create written report (monthly summary) regarding advocacy activities and participate in meetings as called via teleconference.
6. Travel to Washington D.C. as needed with a minimum of one visit a week during the legislation session. Attend events coordinated by the City Manager for the Edinburg City Council.

**III. RFQ REQUIREMENTS**

**PREPARATION OF REQUEST FOR QUALIFICATIONS**

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any of THE CITY limitations may result in disqualification of the submitted RFQ. A total of **one (1) original and nine (9) copies** of the RFQ shall be submitted to the address on the cover letter. Ten (10) complete sets of the response shall be no larger than 30 bound pages.

Each RFQ must address, but may not be limited to, the following elements:

1. Firm name, including the addresses of all firm offices identifying in which office the work will be performed.
2. Names, position, phone and fax numbers of contact person(s).
3. Names of principals in the firm; years firm has been in business.
4. Number of staff that will be working for the City of Edinburg.
5. Provide a minimum of at least 3 client references with the names, addresses and phone numbers where similar planning services were provided.
6. Listing of all pending litigation against or involving the firm or its agents or employees with respect to any work performed.
7. Amount of professional liability insurance coverage carried by your firm.
8. Name and phone number of person to contact at the banking institution where your firm does business.

#### **IV. EVALUATION PROCESS**

After the deadline for receipt of RFQ's, the City of Edinburg will review the firms qualifications utilizing the evaluation criteria noted below. RFQ's shall be opened and checked to ensure that each complies with the requirements of the RFQ. The absence or required information may render the RFQ non-responsive and may be cause for rejection.

#### **V. SELECTION PROCESS**

Based on the City of Edinburg's review of the RFQ's, it is expected that several firms will be short-listed and presented to the Edinburg City Council for their consideration. The City Council will make a selection, request the submission of supplemental information, or require firms to make formal presentations before the Council. Firms selected by Council will subsequently submit RFQs for the desired services.

#### **VI. EVALUATION CRITERIA**

The following criteria will generally be used to evaluate the firm's RFQs:

1. **Specific Project Experience:** Experience and past performance of the firm.
2. **Individual Project Experience:** Availability of knowledgeable personnel with the firm or on a consultant team. Must provide the background of the key members of the consultant team and their specific participation.

3. **Approach:** The firm's approach in providing lobbyist services.
4. **References:** Strength of References from public agencies or previous clients.

## **VII. CONTRACT AWARD**

The City does not guarantee that a contract(s) will be awarded as a result of the RFQ. In the event that a contract(s) award is made, but the contract(s) is not executed, the City does not guarantee that the contract(s) will be re-awarded. This project will be awarded after the authorization is given by the City Council and/or City Manager to negotiate a contract.

I have read and understood the requirements set forth in this RFQ #2013-003 and agree to comply except as noted.

Does the Company have an office located in Edinburg, Texas? Yes \_\_\_\_\_ No \_\_\_\_\_

Has the Company ever conducted business with the City of Edinburg? Yes \_\_\_\_\_ No \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

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

NAME (PRINT): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: ( \_\_\_\_\_ ) \_\_\_\_\_  
Area Code

FAX: ( \_\_\_\_\_ ) \_\_\_\_\_  
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_