

RFQ NO: **2011-175-07-13-YZV**

Buyer: YOLANDA Z VELASQUEZ

Tel. No: (956) 318-2626

## REQUEST FOR QUALIFICATIONS

### HIDALGO COUNTY

"LEGAL CONSULTANT TO ASSIST WITH NEGOTIATION OF CONTRACTS"

### ACCEPTANCE DATE

**JULY 13, 2011**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
Physical Address: 2802 S. Business Hwy. 281  
Mailing/US Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539  
(956) 318-2626



Form HCPD-04

1. **Sealed Statements of Qualifications** will be received for "**Hidalgo County–Legal Consultant to Assist with Negotiation of Contracts**", in accordance with the requirements attached hereto as Exhibit "A." RFQ's should address all requirements set forth. Submitters may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.
2. **ONE (1) ORIGINAL AND SEVEN (7) COPIES** are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, "**RFQ No: 2011-175-07-13-YZV- Hidalgo County-“LEGAL CONSULTANT TO ASSIST WITH NEGOTIATION OF CONTRACTS”**" and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas on **or before 9:30 a.m. WEDNESDAY, JULY 13, 2011.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE WITH THE FOLLOWING REFERENCE: RFQ NO: 2011-175-07-13-YZV-HIDALGO COUNTY- “LEGAL CONSULTANT TO ASSIST WITH NEGOTIATION OF CONTRACTS”**

**WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via email to  yolanda.velasquez@co.hidalgo.tx.us. by NO LATER THAN Wednesday, July 06, 2011, at 5:00 p.m. Responses will be sent to all applicants by Friday July 08, 2011 at 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.****

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible submitter, or to reject all RFQ's and re-advertise.
4. For work to be performed and/or services to be provided or rendered at a County owned or operated location, each submitter shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Submitter should take field dimensions and note all circumstances which affect the RFQ.
5. No RFQ may be withdrawn within sixty (90) days from the scheduled time to accept RFQ's.
6. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Hidalgo County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications Submitter shall acknowledge receipt of all addenda as a part of their RFQ.
7. County reserves the right to accept or reject any or all RFQ's

- 8. Costs are to be net F.O.B. destination County Prepaid.
- 9. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.
- 10. Funds for this procurement have been provided through the County's budget for this fiscal year only. County on an annual basis has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
- 11. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

12. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
 Martha L. Salazar, CPPB, Purchasing Agent  
 (956) 318-2626

13. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - a) Name and address of successful submitter
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - "**HIDALGO COUNTY-LEGAL CONSULTANT TO ASSIST WITH NEGOTIATION OF CONTRACTS**" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  - e) **Contract Number must be indicated on all invoices**
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

**Ray Eufrazio, CPA, Hidalgo County Auditor**  
**2802 S. Business Hwy 281**  
**Edinburg, TX 78539**  
**(956) 318-2511**

14. **SCHEDULE OF EVENTS**

<b>RFQ'S Acceptance Date:</b>	<u><b>JULY 13, 2011</b></u>
Award of Contract	<u>2011</u>
Commence Work or Deliver Products	<u>2011</u>

15. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all submitters shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~
- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

16. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

17. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

18. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

19. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

20. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

21. Successful submitter will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

22. Any contract award to a successful proposer will be in effect until: **a)** the contract expires; **b)** delivery and acceptance of products, and/or performance of services ordered, or; **c)** terminated by County with thirty (30) day's written notice prior to cancellation.
23. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the requirements.
24. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
25. Successful submitter shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
26. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
27. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
28. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
29. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

**Proposal for  
HIDALGO COUNTY-  
“LEGAL CONSULTANT TO ASSIST WITH NEGOTIATION OF CONTRACTS”  
RFQ № 2011-175-07-13-YZV**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281  
Mailing/US Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best submittal.

Submitter agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting proposal, as contained in the Requirements.

Respectfully submitted,

Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A**  
**REQUIREMENTS**

**HIDALGO COUNTY**  
**REQUEST FOR QUALIFICATIONS**

**LEGAL CONSULTANT TO ASSIST WITH NEGOTIATION  
OF CONTRACTS**

**RFQ NO: 2011-175-00-00**

The County of Hidalgo will be accepting Statements of Qualifications from qualified legal firms and/or practitioners (offerors) to provide professional legal services to designated officers and employees of the County of Hidalgo to assist with contract negotiation process to ensure compliance with all local, state and federal laws. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **“LEGAL CONSULTANT TO ASSIST WITH NEGOTIATION OF CONTRACTS”** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, MONTH 00, 2011.** **ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted

Deliver Submittal to:

RFQ Number: **2011-175-00-00-YZV**

**“LEGAL CONSULTANT TO ASSIST WITH NEGOTIATION OF CONTRACTS”**

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

**The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.**

The following outlines the Request For Qualifications:

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE (956) 318-2629 or via email: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) NO LATER THAN DAY, MONTH 00, 2011**, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, **MONTH 00, 2011.** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**SECTION I -GENERAL TERMS AND CONDITIONS**

**DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as **Exhibit D**, the vendor, person consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 North. Closser, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PARTICIPANT AFFIDAVIT:**

Participants to this RFQ must submit a signed Affidavit (attached herein in Exhibit E) certifying that the submission is (1) not the result of Collusion as described in the Participant's Affidavit, (2) that the Respondent does not have Conflict of Interest as described in the Participant's Affidavit, Or (3) That the Respondent has not and will not attempt to lobby directly or indirectly as described in the Participant's Affidavit.

**NON-DISCRIMINATION:**

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:**

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposer's procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**HAND DELIVERED PACKETS:**

Hidalgo County requires submitters, when hand delivering RFQ's, to make sure that it is stamped with date and time by the County Purchasing Staff.

**SIGNING OF PACKETS:**

In order to be considered all submittals **must** be signed. **Please sign the original in [blue](#) ink.**

**WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF CONTRACT:**

The initial term of the contract shall be for **One (1) Year**, with **Hidalgo County Commissioner's Court sole discretion to extend for one (1) additional year extension based on prior year's performance evaluation and contingent upon fees remaining unchanged.**

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

**TERMINATION OF SERVICES:** Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with thirty (30) day's written notice prior to cancellation.

**DAVIS BACON ACT:**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

## **SECTION II - RFQ REQUIREMENTS**

### **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 County limitations will result in disqualification of the submitted RFQ.

### **UNDERSTANDING OF THE PROJECT:**

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

### **MINIMUM FIRM QUALIFICATIONS:**

The County of Hidalgo is seeking to contract with a competent registered and licensed to practice in the State of Texas firm, that have experience in the area of "contract negotiation".

- 1) Must be licensed to practice in the State of Texas, and in good standing with the Texas Bar Association;
- 2) Possess current licenses, certifications and/or registrations;
- 3) Five (5) years minimum experience related to "contract negotiations" to political subdivisions;
- 4) The vendor must possess and demonstrate excellent negotiation, communication, leadership and presentation skills.
- 5) Five examples of similar work product/deliverables produced for other entities are required with preference to political subdivisions (i.e. federal, state, municipalities, school districts, etc);

Additionally, this section should include a description of the firm's project personnel and their most recent similar (and varied) projects. For each project, a current client contract name and telephone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

### **PERSONNEL AND STAFFING:**

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

### **REQUIRED CERTIFICATES AND SUBMITTAL:**

This section will contain any/all licenses, registrations, permits, and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, the AMERICAN BAR ASSOCIATION, ETC. The law firm(s) should add copies of their Professional Liability

## **PROJECT OVERVIEW:**

**Hidalgo County currently has all contracts reviewed as to form only by Commissioner's Court Legal Counsel. Commissioner Court desires to initiate and implement a "pilot program" to engage a qualified and interested vendor to actively negotiate contracts on an "as needed basis" for Hidalgo County.**

1. Consultant shall be responsible for reviewing all draft specifications, requirements, and/or scopes of work or services for completeness and applicability of project's intent and purpose, before presentation to Commissioner's Court for approval;
2. The contractor shall be responsible for reviewing documentation and other records related to contracts to ensure continuity between user's intent and purpose, specifications, requirements, scopes of work/services;
3. **The contractor shall lead high level negotiations, formulate negotiation strategies, in the development of training materials for the education and professional of purchasing staff;**
4. Advise on contracting requirements and options regarding acquisition of goods and services.
5. Collaborate with staff and representatives of user department to review current and anticipated contracting and procurement requirements.
6. Identify and understand revenue potential, contract business requirements, regulations governing local, state and grant fund sources requirements, confidentiality obligations, warranties, liabilities, termination clauses, breach and remedies.
7. Support the staff in addressing countywide organizational policy process and/or procedural barriers to competition, and recommend the appropriate corrective actions, as well as, legislative changes necessary to enhance competition;
8. Plan, prepare and coordinate presentations for County Officials relating to the contract negotiation as may be requested by County Commissioner's Court;
9. Provide sound recommendations for addressing any current and long-term problems, including detailed recommendations to improve the process of contract negotiations.
10. Incorporate additional information to participants in packets that are in the best interest to Hidalgo County and facilitate the negotiation process and/or tabulation and analysis process;
11. Directly negotiate (on behalf of Hidalgo County Commissioner's Court) all aspects of a financial contract that will result in the best terms, conditions fees, pricing, interest rates, or other pertinent financial provisions that are in the best interest of Hidalgo County.

## **PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**

Once ranked by Commissioners Court participant is to provide a fee proposal based on the scope of services.

## **SECTION III: SELECTION AND SCHEDULES**

### **EVALUATION SYSTEM:**

The evaluation consists of a 100 point scoring system

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFQ.

### **SELECTION PROCEDURES:**

The RFQ shall be submitted according to the schedule below. The respondent should be able to submit a Cost Statement of Qualifications on short notice at a later time.

### **RFQ/SCORING AND RANKING:**

Hidalgo County Commissioners' Court and/or Evaluation Committee (selected and/or designated by Commissioners' Court) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County Request for Qualifications.

After the SOQ's have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioners' Court for the purpose of ranking.

### **NEGOTIATION PROCESS:**

After ranking has been finalized, a fee proposal will be requested from the top ranked firm.