

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFP TABULATION SHEET
RFP No. 06-347-03-21-jmt**

DEPARTMENT NAME: Hidalgo County Building & Grounds

RFP OPENING DATE: March 21, 2007

RFP OPENING TIME: 9:30 A.M.

DESCRIPTION OF RFP: Job Order Contracting Services

BUYER: Juan Tapia

BID # RFB#	NAME OF COMPANY	COEFFICIENT	EXTENDED	PERFORMANCE BOND INCLUDE
#1	Jamail & Smith Construction TPC \$ 25,000 \$100,000 \$200,000 \$500,000	A- .74 B- .72 C- .70 D- .68	\$ 18,500 \$ 72,000 \$ 140,000 \$ 340,000	^
#2	Spacemaker Construction TPC \$ 25,000 \$100,000 \$200,000 \$500,000	A- .76 B- .76 C- .76 D- .76	\$ 19,000 \$ 76,000 \$ 152,000 \$380,000	^
#3	Joe Williamson Construction TPC \$ 25,000 \$100,000 \$200,000 \$500,000	A- 1.25 B- 1.25 C- 1.25 D- 1.25	\$ 31,250 \$ 125,000 \$ 250,000 \$ 625,000	^
#4				
#5				
#6				
#7				
#8				
#9				

EVALUATION/GRADING GRID
RFP/ NO: 06-347-03-21-jmt
"Job Order Contracting Services"

EVALUATION CRITERIA	RESPONDENTS											
	Jamail & Smith				Spacemaker				Joe Williamson			
	GRADERS				GRADERS				GRADERS			
	1	2	3	4	1	2	3	4	1	2	3	4
Firm's total proposed price	59	60	60	40	55	55	56	55	54	50	55	55
Firm's Support/ Services	20	15	19	10	15	15	17	15	15	15	18	15
Firm's meeting Hidalgo County's requirements	20	15	20	15	15	15	18	20	15	15	18	20
TOTALS	99	90	99	65	85	85	91	90	84	80	91	90
AVERAGES	88.25				87.75				86.25			

RANKINGS (UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT)

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFP TABULATION SHEET
RFP No. 06-347-03-21-jmt**

DEPARTMENT NAME: Hidalgo County Building & Grounds

RFP OPENING DATE: March 21, 2007

RFP OPENING TIME: 9:30 A.M.

DESCRIPTION OF RFP: Job Order Contracting Services

BUYER: Juan Tapia

BID # RFB#	NAME OF COMPANY	COEFFICIENT	EXTENDED	PERFORMANCE BOND INCLUDE
#1	Jamail & Smith Construction TPC \$ 25,000 \$100,000 \$200,000 \$500,000	A- .74 B- .72 C- .70 D- .68	\$ 18,500 \$ 72,000 \$ 140,000 \$ 340,000	^
#2	Spacemaker Construction TPC \$ 25,000 \$100,000 \$200,000 \$500,000	A- .76 B- .76 C- .76 D- .76	\$ 19,000 \$ 76,000 \$ 152,000 \$380,000	^
#3	Joe Williamson Construction TPC \$ 25,000 \$100,000 \$200,000 \$500,000	A- 1.25 B- 1.25 C- 1.25 D- 1.25	\$ 31,250 \$ 125,000 \$ 250,000 \$ 625,000	^
#4				
#5	<i>op of lowest Bidder Jamail</i>			
#6	<i>Day 5/21/07</i>			
#7				
#8				
#9				

Specifications within **Hidalgo County** following a request for Services by the Department Head, Commissioner, Sheriff or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____ and ending on _____ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

DRAFT

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the

coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

DRAFT

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this _____ day of _____, 200__.

Approved by Commissioners' Court on, _____ day of _____, 200__.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

DRAFT

COMPANY: _____
By: _____
Printed Name: _____
Title: _____