

EXHIBIT B

EVALUATION CRITERIA

REQUEST FOR PROPOSAL

**“CERTIFIED TECHNICAL SUPERVISOR TO
ADMINISTER AND SUPERVISE ALCOHOL BREATH
TEST”**

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation be based on the criteria outlined below.

- (A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals".
- (B) After the RFPs have been reviewed, scored and evaluated, the committee will present the grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Certified Technical Supervisor" for Hidalgo County.

1. **Proposal price for services: (35 Points)**
 - In considering the proposal, Hidalgo County reserves the right to select the applicant that is most advantageous/qualified for the Program.
2. **Experience/Qualifications: (30 Points)**

Proposer's qualifications (e.g. licenses/certificates). Evidence of Proposer's previous experiences with the services being requested.
3. **Proposer's Responsiveness to the RFP: (20 Points)**
 - Requested information included and thoroughness of response.
 - Understanding and acceptance of the scope of services.
 - Acceptance of the RFP and Draft Contract Document Requirements.
 - Applicable certificates, licenses, permits etc. included in response.
 - All RFP Forms completed.
4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (15 Points)**

The "Technical Supervisor" should provide as much background information as to its experiences in providing similar services to other government agencies as described and detailed in specifications /requirements and understanding of commitment to Agency for such services.

HIDALGO COUNTY-RFP EVALUATION FORM "CERTIFIED TECHNICAL SUPERVISOR TO ADMINISTER AND SUPERVISE ALCOHOL BREATH TEST"

Selection Criteria

Points

Score

1. Proposal price for services:

In considering the proposal, Hidalgo County reserves the right to select the applicant that is most advantageous/qualified for the Program.

35 Points

Comments/Rationale For Points: _____

2. Experience/Qualifications:

Proposer's qualifications (e.g. licenses/certificates). Evidence of Proposer's previous experiences with the services being requested.

30 Points

Comments/Rationale For Points: _____

3. Proposer's Responsiveness to the RFP:

Requested information included and thoroughness of response.

- Understanding and acceptance of the scope of services.
- Acceptance of the RFP and Draft Contract Document Requirements.
- Applicable certificates, licenses, permits etc. included in response.
- All RFP Forms completed.

20 Points

Comments/Rationale For Points: _____

4. ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"

The "Certified Technical Supervisor" should provide as much background information as to it's experiences in providing similar services to other government agencies as described and detailed in specifications /requirements and understanding of commitment to Agency for such services.

15 Points

Comments/Rationale For Points: _____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this ___ day of ___, 2008 by and between the **County of Hidalgo, Texas** ("County"), and _____, _____ ("Company").

WHEREAS, Company responded to advertised notices for proposals for "**Certified Technical Supervisor**" (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, a copy of such specifications and proposal being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations within **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** 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 of one (1) year ("on an as needed basis"), with the County's at its sole option to renew/extend for an additional two (2), one year options based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the services and products will meet the specifications. County also reserves the right to continue this proposal for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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.

5. All 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 employment of Company who operate such 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 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.

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.

WITNESS our hands in duplicate originals this _____ day of _____, 2008.

HIDALGO COUNTY

Juan D. Salinas, III, County Judge

Date: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

Date: _____

Company: _____

By: _____

Printed Name: _____

Title: _____

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

By: _____

Date: _____

EXHIBIT "A"
SPECIFICATIONS

DRAFT

EXHIBIT "B"
VENDOR'S PROPOSAL

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT