

RFP NO: **2011-231-11-23-YZV**

Buyer: YOLANDA Z VELASQUEZ

Tel. No: (956) 318-2626

## REQUEST FOR PROPOSALS

### HIDALGO COUNTY

"CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY'S ALCOHOL BREATH TEST PROGRAM"

### PROPOSAL ACCEPTANCE DATE

**NOVEMBER 23, 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 Proposals** will be received for "[Hidalgo County– Certified Technical Supervisor for Hidalgo County’s Alcohol Breath Test Program](#)", in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposals 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 proposal.
2. **ONE (1) ORIGINAL AND SEVEN 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, "[RFP No: 2011-231-11-23-YZV- Certified Technical Supervisor for Hidalgo County’s Alcohol Breath Test Program](#)" 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, NOVEMBER 23, 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: [RFP NO: 2011-231-11-23-YZV-HIDALGO COUNTY- “Certified Technical Supervisor for Hidalgo County’s Alcohol Breath Test Program”](#)**

**WRITTEN QUESTIONS WILL BE ACCEPTED** via facsimile to (956) 292-7612 or via email to [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us). by **NO LATER THAN Wednesday, November 16, 2011, at 5:00 p.m.** Responses will be sent to all applicants by **Friday November 18, 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. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any items(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all proposals/qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C)** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. 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 proposer, or to reject all proposals and re-advertise.
5. 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 proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the proposal

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to accept proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all RFP's
11. Costs are to be net F.O.B. destination County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. 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 a proposal 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.
14. 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.

15. **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

16. **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–" [Certified Technical Supervisor for Hidalgo](#)

County's Alcohol Breath Test Program" 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**

**17. SCHEDULE OF EVENTS**

|                                   |                          |
|-----------------------------------|--------------------------|
| <b>Proposal Acceptance Date:</b>  | <u>November 23, 2011</u> |
| Award of Contract                 | <u>2011</u>              |
| Commence Work or Deliver Products | <u>2011</u>              |

**18. ~~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.

**19. 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.

**20. 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.**

21. 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.

22. 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.

23. 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.
- 24 . Successful proposer 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.
25. 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.
26. 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.
27. 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.
28. Successful proposer 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 Proposal 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.

29. 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.
30. 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.
31. 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.
32. 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-  
“Certified Technical Supervisor for Hidalgo County’s Alcohol Breath Test Program”**

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 Proposal 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 proposal.

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**

**REQUEST FOR PROPOSAL:**

**“CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO  
COUNTY’S ALCOHOL BREATH TEST PROGRAM”**

**RFP NO: [2011-231-11-23-YZV](#)**

**REQUIREMENTS & SCOPE OF SERVICES**

**HIDALGO COUNTY**  
**“CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY’S ALCOHOL BREATH TEST PROGRAM”**

**RFP NO: 2011-231-11-23-YZV**

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**Overview:**

Hidalgo County (hereinafter referred to as “COUNTY”) is soliciting proposals for a “Certified Technical Supervisor” as listed in specifications to serve as the “Technical Supervisor For Hidalgo County’s Alcohol Breath Test Program”. The initial term of this contract shall be for one (1) year with Hidalgo County’s Commissioners Court sole discretion to extend for two (2) additional one (1) year terms under the same rates, terms and conditions. The scope of the work/services will encompass all aspects of supervision, repair and maintenance of alcohol breath test equipment as further described herein. The information provided in the Request for Proposals (hereinafter referred to as “RFP”) is only to be used for the purpose of preparing a proposal for “Certified Technical Supervisor” to provide the technical, administrative and supervision expertise in safeguarding the scientific integrity of the breath alcohol testing program and to assure the breath alcohol testing program’s acceptability for evidential purposes. Request For Proposals will be accepted until **9:30 A.M., Wednesday, November 23, 2011**. **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:

RFP Number: **2011-231-11-23-YZV**

Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

|  |   |
|--|---|
| <u>US Postal Mail Address:</u><br>Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br><b>2812 S. Business Hwy 281</b><br>Edinburg, Texas 78539 | <u>Physical Address:</u><br>Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br><b>2802 S. Business Hwy. 281</b><br>Edinburg, Texas 78539 |
|--|---|

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

All applicable forms in this packet must be filled in its entirety and submitted with proposal response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance

**SECTION I -GENERAL TERMS AND CONDITIONS**

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that sealed proposals must be routed to Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, with a

**Physical location of:** 2802 South Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539. **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** Wednesday, November 16, 2011 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile or via email no by 5:00 p.m., Friday, November 18, 2011 **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All costs and expenses associated with the preparation and submission of all ( bid, proposals, request for qualifications and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

**NUMBER OF PROPOSALS TO BE SUBMITTED:**

Hidalgo County requires one (1) original submittal and seven (7) copies should be submitted.

**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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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 locate at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER’S AFFIDAVIT:**

Prior to contract award, respondents to this RFP must submit a signed Proposer’s Affidavit (attached herein as **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer’s Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer’s affidavit (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer’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 BIDS:**

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. Contactor shall be in good standing with the Texas Comptroller's Office. A Contractor found to not be in good standing with the Texas Comptroller's Office shall be grounds for disqualification of its RFP or may result in termination of an active contract.

**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 Proposal (RFP) 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 proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the bid opening. These criteria also apply to requirements that are ambiguous.

**HAND DELIVERED PROPOSALS:**

Hidalgo County requires submitters, when hand delivering proposals, to ascertain its proposal is timely stamped and dated by the County Purchasing Staff.

**SIGNING OF PROPOSALS:**

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 Commissioners Court sole discretion to extend/renew for two (2) additional one (1) year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

**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 - RFP REQUIREMENTS**

**REQUEST FOR PROPOSALS:**

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

**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.

**PROPOSER'S QUALIFICATIONS:**

Hidalgo County is soliciting to contract with a "Certified Technical Supervisor" meeting the minimum requirements described in 37 Texas Administrative Code, Part 1 Section 19.6 and as stated in this RFP.

**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 the STATE OF TEXAS and HIDALGO COUNTY that RFP respondent possesses that deem him/her qualified as a certified technical supervisor.

**If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.**

**SCOPE OF SERVICES/REQUIREMENTS:**

Hidalgo County is soliciting to contract with a qualified certified technical supervisor who is qualified to provide the technical, administrative and supervision expertise in safeguarding the scientific integrity of the breath alcohol testing program and to assure the breath alcohol testing program's acceptability for evidential purposes. The County currently owns and operates Intoxilyzer 5000s located at the following addresses:

1. One (1) Hidalgo County Jail (Edinburg, Texas)
2. One (1) Palmview Police Department (Palmview, Texas)
3. One (1) San Juan Police Department (San Juan, Texas)
4. One (1) Weslaco Police Department (Weslaco, Texas)

The successful candidate for this RFP shall meet the minimum qualifications for certification as a technical supervisor as described in 37 TAC Part 1 Chapter 19 Requirements for Certification of a Technical Supervisor, which includes but is not limited to:

1. A baccalaureate degree in science from an accredited college or university with at least 18 hours of chemistry, with no more than 8 hours of chemistry at the freshman level.
2. Satisfactory completion of a course of instruction as set forth in 37 TAC Part 1, Chapter 19.5(a)(3) related to Operator Certification.
3. Satisfactory completion of technical supervisor training that is approved by the Scientific Director in accordance with 37 TAC Part 1, Chapter 19.6 (b)(3).
4. Knowledge and understanding of the scientific theory and principles as to the operation of the breath alcohol testing instruments and reference sample devices.
5. Successfully pass the Technical Supervisor certification exam.
6. a clean conviction history in accordance with 37 TAC Part 1, Chapter 19.6 (b)(6).

The successful candidate shall:

1. Be competent in Intoxilyzer ethanol and flow calibration.
2. Provide repair parts at no cost to the County where repair is necessitated by routine wear and tear.
3. Provide the services as required and requested by County.
4. Have knowledge of laws and state regulations pertaining to breath alcohol testing and experience in breath alcohol testing.
5. Meet the requirements set forth in the Texas Breath Alcohol Testing Regulations, meet reporting requirements and providing technical supervisory instruction as necessary.
6. Determine if instrument/equipment by serial number is one of the same manufacturer brand or model designation as shown on the State's scientific director's approved list and meets the criteria for the certification as required by the State Of Texas for the use of the breath testing (Intoxilyzer 5000) services.
7. Satisfactory completion of technical supervisor training that is approved by the scientific director, the content of which shall include, but not be limited to:
  - Advanced survey of current information concerning alcohol and its effects on the human body;
  - Operational principles and theories applicable to the program;
  - Instrument operations, maintenance, repair and calibration;
  - Legal aspects of breath alcohol analysis;
  - Principles of instruction;
  - Knowledge and understanding of the scientific theory and principles as to the operation of the instrument and reference sample device;
8. Insurance Certificates as per "**Exhibit C**" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
9. **Be available to testify and give expert testimony on behalf of District Attorney on an "As Needed Basis" and/or "As Required"**.

**PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**

Proposer(s) are to provide a proposed fee on the attached fee schedule based on the scope of services/work requested on a "**Per Machine Basis/Per Location Site**". The County has full discretion to use the services of the successful proposer on an "**as needed basis**" and may not include all breathalyzer equipment owned and/or operated by County.

## **SECTION III – SELECTION/EVALUATION/RANKING**

### **SELECTION/EVALUATION/RANKING PROCESS:**

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 or their representatives. RFP submittal evaluation will 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, scores 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 the Alcohol Breath Test Program 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.
  - Applicable certificates, licenses, permits etc. included in response.
  - All RFP Forms completed.
4. **ABILITY TO COMMIT TO ALL REQUIRED “SERVICES”** **(15 Points)**

The proposer 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.

### **NEGOTIATION PROCESS:**

Emphasis will be placed on qualifications, experience and capability to perform the services as well as the best proposal that meets the needs of Hidalgo County. Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

# PROPOSAL FEE SCHEDULE

Proposer(s) are to provide a proposed fee on the attached fee schedule based on the scope of services/work requested on a **“Per Machine Basis/Per Location Site”**. The County has full discretion to use the services of the successful proposer on an **“as needed basis”** and may not include all breathalyzer equipment owned and/or operated by County.

## Location Of Machines:

1. One (1) Hidalgo County Jail (Edinburg, Texas) \$ \_\_\_\_\_
2. One (1) Palmview Police Department (Palmview, Texas) \$ \_\_\_\_\_
3. One (1) San Juan Police Department (San Juan, Texas) \$ \_\_\_\_\_
4. One (1) Weslaco Police Department (Weslaco, Texas) \$ \_\_\_\_\_

Emphasis will be placed on qualifications, experience and capability to perform the services as well as the best proposal that meets the needs of Hidalgo County. Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

# **EXHIBIT B**

## **EVALUATION CRITERIA**

**RFP NO: 2011-231-11-23-YZV  
“CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO  
COUNTY’S ALCOHOL BREATH TEST PROGRAM”**

## 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 the Alcohol Breath Test Program 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 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.

**HIDALGO COUNTY-RFP EVALUATION FORM**  
**“CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY’S ALCOHOL BREATH TEST PROGRAM”**

**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 Pts.** \_\_\_\_\_

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 Pts.** \_\_\_\_\_

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. **20 Pts.**
- Acceptance of the RFP and Draft Contract Document Requirements.
- Applicable certificates, licenses, permits etc. included in response.
- All RFP Forms completed. \_\_\_\_\_

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 Pts.** \_\_\_\_\_

Comments/Rationale For Points: \_\_\_\_\_

**Total Score** \_\_\_\_\_

Provider: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_



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 **Commissioners' Court** or their 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 year effective \_\_\_\_\_, **2012** and ending on \_\_\_\_\_, **2013**. Hidalgo County at its sole discretion elect the option to extend the contract for two (2)-one (1) year terms, at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, 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.

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.

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  
1615 S. Closner, Suite J  
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. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. 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.

17. 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.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:** \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Stephen L. Crain

APPROVED BY COMMISSIONES COURT: \_\_\_\_\_

**DRAFT**

**EXHIBIT “A”  
REQUEST FOR BIDS (RFB)  
PROCUREMENT PACKET**

**DRAFT**

**EXHIBIT “B”  
VENDOR’S BID**

**DRAFT**

**EXHIBIT “C”  
INSURANCE REQUIREMENTS**

**DRAFT**