

RFP NO: 2010-259-07-28

Buyer: YOLANDA Z VELASQUEZ

Tel. No: (956) 318-2626

## REQUEST FOR PROPOSALS

### HIDALGO COUNTY – PRECINCT 3

#### “AMBULANCE SERVICE IN UNINCORPORATED AREAS”

#### PROPOSAL ACCEPTANCE DATE

July 28, 2010

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- PRECINCT 3 AMBULANCE SERVICE IN UNINCORPORATED AREAS**", 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 (7) COPIES** of all RFP's 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: 2010-259-07-28-YZV-Hidalgo County-PRECINCT 3 – AMBULANCE SERVICE IN UNINCORPORATED AREAS**" 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 28, 2010.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP/Q 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: 2010-259-07-28-YZV-HIDALGO COUNTY PRECINCT 3-**

**WRITTEN QUESTIONS WILL BE ACCEPTED** via facsimile to (956) 292-7612 or via email to [volanda.velasquez@co.hidalgo.tx.us](mailto:volanda.velasquez@co.hidalgo.tx.us). by **NO LATER THAN Wednesday, JULY 21, 2010, at 5:00 p.m.** Responses will be sent to all applicants by **Friday, JULY 23, 2010 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
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- b) Name and address of receiving department or official
- c) Purchase Order Number (if any)
- d) Notation - “HIDALGO COUNTY-PRECINCT 3 AMBULANCE SERVICE IN UNINCORPORATED AREAS”
- e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- 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, TX78539**  
**(956) 318-2511**

**17. SCHEDULE OF EVENTS**

<b>Proposal Acceptance Date:</b>	<u><b>JULY 28, 2010</b></u>
Award of Contract	<u>2010</u>
Commence Work or Deliver Products	<u>2010</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. Closner, 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-PRECINCT 3  
“AMBULANCE SERVICE IN UNINCORPORATED AREAS”**

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"**  
**HIDALGO COUNTY – PRECINCT № 3**  
**"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRCT 3"**  
**RFP № 2010-259-07-28-YZV**

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Hidalgo County is seeking sealed proposals from qualified **"Ambulance Service Provider(s)"** for **"Emergency Ambulance Services for Unincorporated Areas in Precinct 3"**. The County of Hidalgo is seeking to enter into an Ambulance Services Contract with a certified Provider. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of providing Emergency Ambulance Services as specified herein. Sealed proposals will be accepted until **9:00 a.m., Wednesday, JULY 28, 2010 ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP No.: 2010-259-07-28-YZV  
Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
New Administration Building  
2802 So. Business Hwy 281  
Edinburg, Texas 78539

**The Submittal Envelope Must Show:**

**RFP NO.: 2010-259-07-28-YZV**  
**"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN H. C. Precinct 3"**

**SECTION I - GENERAL TERMS AND CONDITIONS**

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 So., Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **NO FACSIMILES OR LATE ARIVALS WILL BE ACCEPTED. ANY PROPOSAL 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 OR PACKAGE WITH REFERENCE TO: "RFP 2010-259-07-28-YZV "Emergency Ambulance Services In Unincorporated Areas within Precinct 3"**

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) , BY NO LATER THAN Wednesday, July 21, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, July 23, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**PROPOSER'S AFFIDAVIT:**

Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in 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; or that the

**Exhibit "A"**  
**HIDALGO COUNTY – PRECINCT № 3**  
**"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRCT 3"**  
**RFP № 2010-259-07-28-YZV**

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Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:**

**A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.**

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.

**NON-COLLUSION:**

Submitters, by submitting the signed Proposer's Affidavit, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or provider engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States Law.

**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.

**Exhibit "A"**  
**HIDALGO COUNTY – PRECINCT № 3**  
**"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRCT 3"**  
**RFP № 2010-259-07-28-YZV**

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**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 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 proposal 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 PROPOSALS:**

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time 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 Commissioner's Court of Hidalgo County.

**TERM:**

The initial term of contract shall be for a period of two (2) years with the option to renew for one (1) additional one (1) year term under the same rates, terms and conditions and/or scope of services.

**Exhibit "A"**  
**HIDALGO COUNTY – PRECINCT № 3**  
**"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRCT 3"**  
**RFP № 2010-259-07-28-YZV**

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## **SECTION II: RFP REQUIREMENTS**

### **REQUEST FOR PROPOSALS WITH QUALIFICATIONS:**

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.

### **CONTENTS:**

The required contents for the FRP are presented below in the order they should be incorporated into the submitted document.

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

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, limited to 3 pages in length.

### **OVERVIEW:**

**HIDALGO COUNTY** is seeking proposals from licensed providers of emergency medical (ambulance) services interested in contracting with Hidalgo County Precinct 3's Unincorporated Areas to provide on-call emergency services to the areas as listed in the requirements. Providers making proposals must be licensed by the Texas Department of health for the provision of emergency medical (ambulance) services in accordance with the specifications outlined in this document.

### **PROPOSER'S QUALIFICATIONS:**

The County of Hidalgo is seeking to contract with a competent and duly licensed provider under the Emergency Medical Services Act, Texas. Health & Safety Code ann. Ch. 773 (Vernon 1992 & Supp. 1995) V.T.C.A., Health and Safety Code, that has had experience in but not limited to, the following:

- Maintain a state of the art communication center capable of managing EMS calls County Wide.
- Maintain a valid emergency ambulance provider license for the highest level of care, issued by the Texas Board of Health.
- Must have two (2) years of experience.
- Provider must have an established record of similar emergency response services within the State of Texas for at least the two (2) years immediately preceding the effective date of this Contract.
- Provider must be licensed by the Texas Department of Health for the provision of the emergency medical services described in these Specifications, and must, in addition, possess all other licenses, permits, third-party reimbursement arrangements required of the provider by law, regulation, or sound business practices.

**Exhibit "A"**  
**HIDALGO COUNTY – PRECINCT № 3**  
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Additionally, this section should include a description of the provider's most recent similar projects with state, county, municipal, educational or any other political subdivision or entity. A minimum of two (2) references for whom the same type of work was performed is required (list must include name, address, telephone number(s), date and project description).

**PERSONNEL AND STAFFING:**

The provider shall provide an organizational chart for their organization and a summary paragraph of the project work to be performed by each proposed staff member. It should include his/her experience, training and education.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**

This section will contain any licenses and certifications as required by the Emergency Medical Services Act, Texas Health & Safety Code ann. Ch. 773 (Vernon 1992 & Supp. 1995) V.T.C.A., Health and Safety Code.

**REQUIREMENTS, SCOPE OF SERVICES AND RESPONSIBILITIES**

1. Company must provide a minimum of Advanced Life Support ("ALS") or higher services at all times and for all calls, according to the standards and conditions established by the Texas Department of Health and the Texas Emergency Medical Service
2. s Act Texas Health & Safety Code Ann. Ch. 773 (Vernon 1992 & Supp. 1995).
3. Company must dedicate six (6) ALS-equipped or better ambulance unit(s) exclusively to service Hidalgo County Precinct 3 with a base station in such area. In the EMS Proposal, the following must be included;
  - 1) Vehicle Identification Number (VIN)
  - 2) Make
  - 3) Model
  - 4) License Plate Number
4. Vendor must have a minimum of three (3) ears experience with Hidalgo County Emergency Services district contracts (also known as 911)
5. Company must have in place, or be able to acquire prior to the commencement date of any services provided under this Contract, mutual aid agreements with other emergency medical services providers in the neighboring areas to assist in the event of a major incident or should additional units be otherwise required on a temporary basis to adequately cover the contemplated service area. Such arrangements shall, at all times, be subject to the approval of the Hidalgo County Commissioners Court. Mutual aid arrangements may be used by Company to meet the response time and performance requirements of these Specifications, provided, however, that the services

**Exhibit "A"**  
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**RFP № 2010-259-07-28-YZV**

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provided by other ambulance services shall be of a level at least equal to the minimum requirements of these Specifications.

6. Company shall be responsible for all day-to-day operations of the emergency medical services provided in the Service Area, including, but not limited to, hiring, staffing, dispatching, filed operations, billing, collections, and purchasing, and shall provide all necessary in-service and other training of all dispatchers, field personnel, drivers, technicians, and paramedics.
7. Company must have in place or be able to acquire prior to the commencement date of any services provided under this Contract, arrangements with "first responder organizations" such as local police and fire departments to assist Company responding to emergency calls within the Service Areas. Where first responder organizations are units of a or affiliated with political subdivisions of the State of Texas(e.g...fire departments, police departments, and/or sheriff department), Company will provide such organizations with all necessary equipment and supplies, including but not limited to trauma kits and pediatric kits, at no cost to such political subdivisions or the first responder organization. In addition, all first responder organizations will be provided with training if necessary to meet state certification requirements at no additional cost to such organizations or political subdivisions.
8. Company must have in place, or be able to acquire prior to the commencement date of any services provided under this contract, arrangements with local hospitals within and ear the Service Areas for telemetry and telecommunications contact with emergency department physicians, and for patient assessment techniques, standing orders, and recommend diagnoses or medical protocols.
9. Company shall prepare and publish professionally prepared pamphlets, brochures, circular and other documents necessary and appropriate to advise residents of the service area of the levels and types of services available, complaint procedures, and the rates charged by the Company.
10. To the extent available in the service area. Company will make arrangements for interface with the "911" dispatching system on or before the commencement of services provided under this Contract.
11. Company shall be expected to promote and maintain a good reputation in the medical community through participation in published research and industry affairs, prompt response and follow-up to inquiries and complaints from whatever source, and leadership in community education programs such as basic first aid and "CPR" training, health fairs, and school visits.
12. While this Contract is a "performance contract", and while Company is encouraged to employ its own methods and techniques for producing the highest levels of patient care, Company is expected, as well, to utilize management practices that ensure all field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are relieved at such times as to prevent persons with impaired judgment or motor skills from serving patients.

**Exhibit "A"**  
**HIDALGO COUNTY – PRECINCT № 3**  
**"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRCT 3"**  
**RFP № 2010-259-07-28-YZV**

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13. For at least ninety percent (90%) of all calls, as determined by the dispatcher in strict accordance with approved telephone protocols, Company shall maintain a call-to-one-scene response time of twenty (20) minutes or less. All response time in excess of twenty (20) minutes shall be documented in writing, together with Company's efforts to eliminate repetition of poor response-time performance.
14. Company will be allowed to provide non-emergency transport of patients within and surrounding the Service Area, provided such non-emergency transport do not in any manner impair Company's ability to meet the service and response time requirements of these Specifications.
15. Company must make provision to allow for direct radio or other telecommunication contact between mutual aid providers, first response providers and Company and its dispatchers to effect accurate and reliable coordination of efforts between such providers.
16. In order to provide the highest quality of care to patients of Company, the following minimum standards of hygiene must be observed:
  - a. After transportation of a patient, the interior of the ambulance shall be straightened and cleaned. All linens shall be replaced.
  - b. If a patient with an infectious disease is transported, the ambulance interior shall be completely cleaned and disinfected. All applicable infection control standards and operating procedures shall be adhered to.
17. Services will be provided in rural areas situated outside the corporate boundaries of any cities in Precinct 3 of Hidalgo County and not served by ambulance service of any fire district located in Precinct 3. Cities are Alton , Palmview, Granjeno, La Joya, Sullivan City, and Peñitas (Service Area).

**OTHER INFORMATION:**

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**COMMUNICATION WITH COUNTY EMPLOYEES:**

Company submitting proposals shall not discuss this RFP with employees of Hidalgo County other than Hidalgo County Purchasing Agent/Staff. **If discussion is necessary, company will notify in writing Hidalgo County Purchasing Agent/Staff. Failure to abide by this requirement may result in automatic disqualification.**

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

Proposers to provide a fee proposal based on the scope of work/services.

**Exhibit "A"**  
**HIDALGO COUNTY – PRECINCT No 3**  
**"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRCT 3"**  
**RFP No 2010-259-07-28-YZV**

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**NUMBER OF COPIES TO BE SUBMITTED:**

Hidalgo County requires **one (1 original submittal and seven (7) copies.**

**SECTION III: SELECTION AND SCHEDULES**

**SELECTION PROCEDURES/EVALUATION SYSTEM:**

The evaluation consists of a 100 point scoring system. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, grade, score and evaluate the proposals received in response to this Hidalgo County request for proposals for the purpose of ranking.

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

**NEGOTIATION PROCESS:**

The number one ranked participant will be contacted to submit a contract for negotiations. If negotiations prove unsuccessful, Hidalgo County will terminate negotiations with participant and will contact the next highest ranked participant to pen negotiations. The County of Hidalgo reserves the right to reject any and all RFP's.

**Any Contract awarded 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.**

**PROPOSAL SUBMITTED TO:**

**An original and seven (7) copies of RFP's should be submitted to:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
New Administration Building  
2802 South Business Highway 281  
Edinburg, Texas 78539

**All RFP's must be submitted by no later than 9:30 a.m. on Wednesday, July 28, 2010,**

**THE STAT OF TEXAS** §  
§  
**COUNTY OF HIDALGO** §

**EMERGENCY AMBULANCE SERVICE CONTRACT**  
**CONTRACT NUMBER**

THIS CONTRACT is made and entered into this **DATE** by and between the **COUNTY OF HIDALGO, TEXAS** (“County”), and **VENDORS NAME**, a limited liability Corporation (“Company”).

WHEREAS, rural areas situated outside the corporate boundaries of any cities in Precinct3 Hidalgo County and not serves by ambulance service of any fire district located in such Precinct 3, as well as the areas within the municipal boundaries of the cities of Alton, Palmview, Granjeno, La Joya, Sullivan City and Penitas (collectively, the “Service Area” or “Service Areas”), are not consistently served by ambulance service: and

WHEREAS, the provision of emergency ambulance services may, under Texas law, be provided to a Service Area by a county; however, counties are not required to provide services to a Service Area by a county; and

WHEREAS, County has, on **DATE** through its Commissioners Court, awarded a contract to Company to perform the services; and

WHEREAS, Company is duly licensed under the Emergency Medical Services Act, V.T.C.A., Health and Safety Code (the “Act”); and

WHEREAS, Company is willing to provide services in accordance with specifications attached hereto as Exhibit “A” and incorporated herein by reference (the “Specifications”); and

WHEREAS, the term “Specifications” as used herein shall mean the specifications dated a copy of same is attached hereto as Exhibit “A” and incorporated herein for all purposes.

WHEREAS, in recognition of and in consideration of Company’s agreement to the terms and conditions herein contained, the Commissioners Court of County deems it in the best interest to the inhabitants of the Service Area of Hidalgo County to contract with Company on the terms and conditions as contained in this Contract.

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 agrees that this Emergency Ambulance Service Contract is entered into order to provide emergency ambulance service to inhabitants of the Service Area of Hidalgo County. This Contract does not extend to any third parties any duties of benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of the this Contract, and shall be obligated to render and provide emergency ambulance service for the general public in the Service Area in response to calls for emergency ambulance service pursuant to the terms of this Contract. Company also agrees to respond to any emergency ambulance calls in the Service Area.
3. Company hereby promises and agrees to maintain at the Company’s sole expense a state of the art communication center that will be capable of managing all EMS calls for **VENDOR** Inc. County wide, a description of which is attached hereto as Exhibit “A” Communications Center.

4. This Contract shall be for a period beginning at 12:01 a.m. **DATE** and **DATE**, at 12:00 a.m., with an option to extend for an additional one (1) year term, unless (the “Termination Date”) this contract is earlier terminated pursuant to the provisions herein.

5. As a condition of this Contract, if a new Provider is not in place at the end of the normal contract term, termination/cancellation date, current provider will continue providing services for a period not to exceed 90 (ninety) days or until new contract is approved.

6. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract a valid emergency ambulance provider license for the highest level of care, issued by the Texas Board of health (the “License”), subject to all terms and conditions of the Act, as may from time to time be amended.

7. All ambulances operated under the license shall contain all equipment required by the Act and the Specifications, and all person in the employ of Company who provided emergency medical care in such ambulances shall have the qualifications, skill and expertise to perform such emergency medical services, shall have all permits and/or certificates required by the Act, shall comply with all rules and regulations prescribed by the State Board of Health or any other agency or authority having jurisdiction with regard to the operation and/or provision of ambulance service, and with the terms of the specifications.

8. As consideration for rendering the Emergency Ambulance Service provided for in this Contract, the Company agrees not to charge the County for services rendered.

9. Company shall provide insurance in force on all its vehicles and all persons connected with provided services under this Contract naming County as an additional insured, with the coverage’s and in the amounts described in the Specifications, and shall furnish to County certificated of such insurance coverage.

10. Company shall provide a sufficient number of ambulances, personal and equipment as further defined in the specifications, available to answer and service emergency call that it receives from any source within the Service Area, and insures that upon every response, Company shall have at least two state certified emergency service personnel responding to the call.

11. The fees charge by Company to the public shall be the Company's ordinary and customary fees. (See **Exhibit "B"**)

12. 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 commented with this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

14. 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 emergency services provided by Company, and that Company is an independent contractor under this Contract.

15. In the event either party to this Contract defaults in the performance of any of its obligations hereunder, or in the event either party contends that the other party had so defaulted, the non-defaulting party will give written notice to the offending or alleged offending party, setting forth such default, and the offending party shall have thirty (30) days after receipt of such written notice to cure such default is that of Company and such default creates, in the sole

opinion of the County, life threatening conditions in which case this Contract may be terminated immediately. If either party hereto fails to sol sure a default, the non-offending party shall have the right to immediately cancel and terminate this Contract and seek whatever available remedy such non-breaching party may have in a court of competent jurisdiction. Any provision of this Contract to the contrary notwithstanding, if County is unable to find a suitable replacement upon the termination of this Contract with or without cause, Company agrees to continue in the capacity herein described for a period not to exceed thirty (30) days at the same compensation stipulated in this Contract so the County may have an additional period of time to find a suitable replacement.

16. 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 stated forth below:

If to County:

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

If to Company

17. 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.

18. 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.

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

20. Company warrants and represents that it will, at all times during the term of this Contract, abide by the standards and requirements set forth in the Specifications.

21. Company represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:

a. 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 Hidalgo County, or for any elected official, department head or employee or former official, department head or employee of Hidalgo County to solicit, demand, accept or agree to accept form another person, entity or organization, a gratuity or an officer 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 advise, 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 of agency of Hidalgo County.

b. 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

22. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to the Clerk to meet the obligations of County under this Agreement, County

may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use its best 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 County pursuant to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 ( Vernon Suppl 1995).

WITNESS our hands in duplicate originals this **DATE**

ATTEST:

COUNTY OF HIDALGO

By \_\_\_\_\_

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

COMPANY OF HIDALGO

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

Approved on Commissioners' Court: \_\_\_\_\_

APPROVE AS TO FORM  
Atlas & Hall, L.L.P

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