

**RFQ NO: 2012-014-00-00-YSI**

**BUYER: YVETTE S. ISLAS**

**TEL: 956-318-2626**

## **REQUEST FOR QUALIFICATIONS**

**Hidalgo County**  
Edinburg, Texas

**Hidalgo County-Chief Physician Services for the Judge Mario E.  
Ramirez, Jr. Juvenile Justice Center**

**ACCEPTANCE DATE: MONTH DAY, 2011**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 South Closner  
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

## LEGAL NOTICE

RFQ NO: 2012-014-00-00-YSI

1. **Sealed Statements of Qualifications** will be received for "**Hidalgo County-Chief Physician Services for the Judge Mario E. Ramirez, Jr. Juvenile Justice Center**", in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.
2. One (1) original and seven (7) copies of all RFQs 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, **REQUEST FOR QUALIFICATIONS-RFQ NO: 2012-014-00-00-YSI HIDALGO COUNTY-PHYSICIAN SERVICES FOR THE JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER** and in County's Purchasing Department, 100 E. Cano, 4<sup>th</sup> Floor, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, Month day, 2011.** **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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 THE FOLLOWING REFERENCE: RFQ NO: 2012-014-00-00-YSI-HIDALGO COUNTY-CHIEF PHYSICIAN SERVICES FOR THE JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER.**
3. Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

**WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, Month day, 2011 at 5:00 pm.** Responses will be sent to all applicants via facsimile by **Friday, Month day, 2011.** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals 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. The 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 vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.
6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.
7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.
8. County reserves the right to accept or reject any or all RFQs.
9. Costs are to be net F.O.B. destination, County Prepaid.
10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.
11. Funds for this procurement have been provided through the County 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.
12. 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's Office 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.
13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):
  - . 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
14. BILLING AND PAYMENT INSTRUCTIONS:
  - . Invoices must include:
    - a) Name and address of successful vendor
    - b) Name and address of receiving department or official
    - c) Purchase Order Number (if any)

- d) Notation - "**Hidalgo County-Physician Services for the Judge Mario E. Ramirez, Jr. Juvenile Justice Center**"
- e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- f) Contract number must be indicated on all invoices

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

**Judge Mario E. Ramirez, Jr. Juvenile Justice Center**  
**Maria Elena Gaitan, Accountant**  
**P O Box 267**  
**Edinburg, TX 78540**  
**956-587-6200**

15. Schedule of Events

<b>RFQ Acceptance, 9:30 A.M.</b>	<b><u>Month day</u>, 2011</b>
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

16. ~~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 bidders 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.~~

17. 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.

#### 18. 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 contracts 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 bidder 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 completed forms to the Hidalgo County Clerk's Office located at 2802 South Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

19. 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.

20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
27. 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.
28. 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.
29. 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.
30. 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.

**Request For Qualifications**  
for  
**Hidalgo County- Chief Physician Services for the Judge Mario E. Ramirez, Jr. Juvenile  
Justice Center**

**RFQ No: 2012-014-00-00-YSI**

**Month day, 2011**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
100 E. Cano, 4<sup>th</sup> Floor - Administration Building  
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 bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder 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.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) 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 RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

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

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

**EXHIBIT A**  
**REQUIREMENTS**

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

**Chief Physician Services for the  
Judge Mario E. Ramirez, Jr. Juvenile Justice Center**

**RFQ No: 12-014-00-00-YSI**

Hidalgo County is inviting statements of qualifications from qualified Physicians to provide Chief Physician Services for the Hidalgo County Judge Mario E. Ramirez, Jr. Juvenile Justice Center hereby referred to as "Juvenile Justice Center". The County of Hidalgo is seeking to enter into a service contract with a state-registered/licensed (Texas) physician. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of **'Chief Physician Services for the Judge Mario E. Ramirez, Jr. Juvenile Justice Center'** as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, Month day, 2011.** **ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

**RFQ No: 12-014-00-00-YSI**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 South Closner Blvd  
Edinburg, Texas 78539

**The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.**

The following outlines the Request For Qualifications:

## **SECTION I - GENERAL TERMS AND CONDITIONS**

### **ADDITIONAL INFORMATION:**

Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 South Hwy 281, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, Month day, 2011, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, Month day, 2011. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

### **PROPOSER'S AFFIDAVIT:**

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") 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 Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

### **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 contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to

conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed 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 BIDDER.**

**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.

**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 cost occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict the submitter's ability to comply with. Any such protest or question regarding the requirements or bidding 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.

**RFQ DELIVERY:**

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope.

**SIGNING OF QUALIFICATIONS:**

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- ASIGNMENTS:**

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

**TERM OF CONTRACT:**

The term of the agreement will be for an initial period of two (2) years with the County=s option to renew for an additional two (2) 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.

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

**DAVIS BACON ACT:**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

**SECTION II - RFQ REQUIREMENTS**

**REQUEST FOR QUALIFICATIONS:**

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

**CONTENTS:**

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

**UNDERSTANDING OF THE PROJECT:**

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

**PROJECT OVERVIEW:**

The County of Hidalgo must provide a health service authority responsible for health care decisions within the facility in accordance with the Texas Juvenile Probation Commission (see Title 37, Texas Administrative Code, Section 343.10). The County of Hidalgo is seeking to contract these services with a competent well-qualified physician. The physician will organize and oversee the continuum of health care services and shall coordinate detainee’s access to health services. The successful candidate must comply with the Texas Juvenile Probation Commission provisions found in Title 37 of the Texas Administrative Code(TAC) Chapter 343.10, “Health Care Services” available at:  
[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=R&app=9&p\\_dir=&p\\_rloc=&p\\_tloc=&p\\_ploc=&pg=1&p\\_tac=&ti=37&pt=11&ch=343&rl=10](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=37&pt=11&ch=343&rl=10)

**PHYSICIAN QUALIFICATIONS-REQUIREMENTS:** The County of Hidalgo is seeking to contract with a competent qualified physician to provide Chief Physician Services for the

Juvenile Justice Center. This section contains the minimum requirements to qualify as a competent physician to serve as the Chief Physician for the Juvenile Justice Center, including but not limited to the following:

- § Personal Curriculum Vitae;
- § Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- § All qualified physician(s) are required to furnish a certification or acknowledgment stating that the physician(s) is free from suspension or debarment pursuant to federal regulation 45 CFR 76, Note that revocation or suspension of the physician's medical license will be cause for immediate termination of the contract;
- § Must be or become a member of the Hidalgo County Medical Society;
- § Generally, the physician shall be on call 24 hours a day, 7 days a week, except when accepted coverage is provided. The is physician is responsible to have another qualified physician to render said services in his absences which exceed twenty-four (24) hours and shall submit the name of the qualified physician that will provide the services requested within 24 hours of such absence.
- § The physician must provide a minimum of two (2) consecutive sick call hours twice a week at the Juvenile Justice Center.

**PERSONNEL AND STAFFING:**

The Physician should provide an organizational chart for the provision of services and a summary paragraph of the work to be performed by each proposed staff member. Biographic summaries for all proposed personnel shall be provided that highlight the experience relevant to the specific responsibilities. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATION AND SUBMITTAL:**

This section will contain any licenses, registrations, certifications as required by Hidalgo County, the State of Texas, etc. including but not limited to those listed below.

- § Must be certified (or eligible for certification) by the Board or Certification of Emergency Medicine or have a minimum of five (5) years experience in the Family Practice and Emergency Medicine;
- § Must hold and maintain a current/valid certificates by the Drug Enforcement Agency and Texas Department of Public Safety Controlled Substances Registration;
- § Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- § Certification form is included in this packet and must be completed and submitted as part of the response to the RFQ;
- § The qualified physician(s) should provide a copy of his/her Professional Liability Insurance (malpractice insurance) as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit AC@ contained herein.

**SCOPE OF SERVICES:**

The Physician Services contract will encompass all project-related medical services to the Juvenile Justice Center of the County of Hidalgo including, but not limited to, the following:

- a. Providing and maintaining a medical license under which all medical activities of the Juvenile Justice Center will take place;
- b. Providing standing delegation orders to nurse practitioners and nurses;
- c. Supervising medical procedures;

- d. Conducting physical examinations of detainees as required by the Juvenile Justice Center;
- e. Conducting other evaluations and tests (i.e. laboratory work) on each detainee as required by the Juvenile Justice Center;
- f. Interpreting the results of any test conducted under (d) or (e) above and submitting a written report to the Juvenile Justice Center of the results of such tests and examinations, as required by the Juvenile Justice Center including but not limit to, radiology tests (i.e. x-rays for all inmates) performed on Hidalgo County detainees involving and/or subject to tuberculosis;
- g. Together with a nurse, provide at the sole cost and expense of the Juvenile Justice Center, will conduct and oversee sick call for all detainees at the Juvenile Justice Center who require medical services. It shall be the duty of the registered nurse supervisor and/or infirmary administrator to coordinate with the physician and organize additional clinic visits by the physician to follow up on medications, treatments and similar requirements;
- h. Physician shall adopt and implement workplace guidelines concerning detainees with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of physician, clients, detainees, patients, and/or residents served by the physician;
- i. Provides consultation, hands-on treatment and other related medical services to detainees while assessing their health needs and designing treatment plans during regularly scheduled visits to the Juvenile Detention facilities;
- j. Physician shall refer detainees to a hospital or specialty clinic for treatment and care whenever a detainee's health care requirements are beyond the resources available in the detention center;
- k. Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either the Juvenile Justice Center or the Texas Juvenile Probations Commission.
- l. Physician shall permit the Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;
- m. Physician shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Juvenile Justice Center;
- n. Physician will order prescription medications utilizing the approved formulary drug list provided by the Juvenile Detention Center, unless such formulary drugs are not in the best interest of the patient as is deemed by the physician;

**PHYSICIAN IS NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq. Once selected, proposer is to provide a fee proposal based on the scope of services.

**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 Criteria**

The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, after the 100-point evaluation, Hidalgo County Juvenile Board of Judges may elect to narrow the participating providers and request a presentation.

- (A) The Hidalgo County Juvenile Board of Judges and/or an Evaluation Committee (selected and/or designated by Board of Judge's) will review, score and evaluate the RFQs received in response to this Hidalgo County request for qualifications.
- (B) After the RFQs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Juvenile Board of Judge's for the purposes of ranking.

**Negotiation Process:**

The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

**Termination of Services:**

**Any contract awarded to a qualified physician will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation, or (d) until County has engaged the services of a new Chief Physician for the Juvenile Justice Center.**

**PROPOSAL SUBMITTED TO:** An original and seven (7) copies of RFQs should be submitted to:

Martha L. Salazar, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 South Closner Blvd  
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, Month day, 2011.**

**EXHIBIT B**  
**SELECTION CRITERIA**

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

**Chief Physician Services for the  
Judge Mario E. Ramirez, Jr. Juvenile Justice Center**

**RFQ No: 12-014-00-00-YSI**

## **EVALUATION CRITERIA**

### **RFQ Evaluation Criteria**

The submitter's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

#### **1. Physician(s) Qualifications/Certifications/and other Credentials (30)**

The physician should provide information related to his qualifications. The physician(s) must be registered and licensed to practice in the State of Texas. Physician(s) must provide a copy of certificate by the Board of Certification of Family Practitioners, and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

#### **2. Understanding the Services/Methodology (20)**

The physician must state the approach and/or (methodology) in achieving and rendering all services detailed and required as the Physician by the Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the Physician currently has an active family practice, the Physician must state in detail how he can comply and render all the services, and requirements detailed for the contract. Physician should include any local issues or concerns that directly affect the physician=s understanding of the project.

#### **3. Experience (20)**

The physician meets the five (5) year practice required.

#### **4. Ability to Commit to all Services Required (30)**

The physician should provide as much background information as to it=s experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

## RFQ EVALUATION FORM

	<u>Selection Criteria</u>	<u>*RIF Range</u>	<u>*RIF Max</u>	=	<u>Score</u>
1.	Physician Qualifications/ Certifications/and other Credentials	25-30	(30)	=	(    )
2.	Understanding of Services/ Methodology	15-20	(20)	=	(    )
3.	Experience	15-20	(20)	=	(    )
4.	Ability to Commit to all Services Required	25-30	(30)	=	(    )
		<b>Total</b>	<u>100%</u>	<b>Total Score</b>	<u>          </u>

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

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

\* The Relative Importance Factor (RIF) is the relative importance (or weight) of each criterion as it relates to the particular project, and must be within the specified acceptable range. The RIF is expressed as a percentage of the total importance of the project, and always totals 100%.