

**APPROVED**

AI-35198

Purchasing Department 19. C. 1.

CC REGULAR

Meeting Date: 11/13/2012

Submitted For: Martha L. Salazar

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

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**Information**

**CAPTION**

Requesting acceptance and approval of the final negotiated contract/agreement (viewed and approved as to form by legal counsel) which includes best and final offer with Pro-Med EMS, LLC (ranked highest firm by cc on 10-23-12 for "Emergency Ambulance Services for Unincorporated Areas in Pct 3" (RFP No. 12-203-09-19-YSI.)

**BACKGROUND**

Subject to legal review on name issue only.

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Zero cost to County, no fiscal impact to Hidalgo County.

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**Attachments**

aprvd as to form  
agreement

**Form Review**

**Inbox**  
Auditor's Office

**Reviewed By**  
Angela Garcia

**Date**

11/09/2012 03:46 PM

Form Started By: Yvette Islas

Started On: 11/08/2012 11:44 AM

Final Approval Date: 11/09/2012

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**EMERGENCY AMBULANCE SERVICE CONTRACT  
C-12-203-11-13**

THIS CONTRACT is made and entered into this 13<sup>TH</sup> day of November, 2012 by and between the COUNTY OF HIDALGO, TEXAS (“County”), and PRO-MED EMS, LLC a limited liability Company (“Company”).

WHEREAS, rural areas situated outside the corporate boundaries of any cities in Precinct3 Hidalgo County and not served 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 November 13, 2012 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 or 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 **PRO- MED EMS, LLC** 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. **NOVEMBER 20, 2012** and terminate on **NOVEMBER 19, 2014**, at 12:00 a.m., with an option to extend for an additional

one (1) year term, (the "Termination Date") unless 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, Company will continue providing services for a period not to exceed 90 (ninety) days or until new contract is approved.

6. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

7. 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.

8. 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.

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

10. 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 a certificate of such insurance coverage.

11. 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.

12. The fees charged by Company to the public shall be the Company's ordinary and customary fees as more particularly described on Exhibit "B" attached hereto.

13. 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.

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

15. 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.

16. 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 alleged defaulting party, setting forth such default, and the alleged defaulting party shall have thirty (30) days after receipt of such written

notice to cure such default if the alleged default is that of Company and such default creates, in the sole opinion of the County, life threatening conditions then this Contract may be terminated immediately. If either party hereto fails to cure a default, the non-defaulting party shall have the right to immediately cancel and terminate this Contract and seek whatever available remedy such non-defaulting 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, 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.

17. 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:                Pro-Med EMS, LLC  
  Attn: Jesus Flores  
  100 North Tower Road  
  Alamo, Texas 78516

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 Contract, 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 from 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.

23. 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 \_\_\_\_\_, 2012

ATTEST:

COUNTY OF HIDALGO

By: *Antonio Benjamins*

By: *Ramona Garcia*

Approved by Commissioners' Court  
on 11/13/12 *rw*

COMPANY:  
Pro-Med EMS, LLC

By: *Justin Glauer*

Approved on Commissioners' Court: November 13, 2012

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

By: *Atlas & Hall*

**EXHIBIT “A”**

**REQUEST FOR PROPOSAL (RFP)  
PROCUREMENT PACKET**



PURCHASING DEPARTMENT  
County Of Hidalgo

September 04, 2012

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RE: Hidalgo County  
Request for Proposals  
"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS  
WITHIN PRECINCT 3"  
RFP № 12-203-09-19-YSI

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures



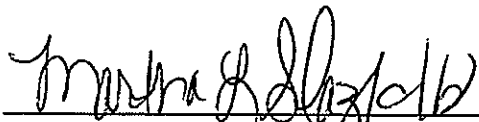
PURCHASING DEPARTMENT  
County Of Hidalgo

REQUEST FOR PROPOSALS (RFP) CHECKLIST  
"EMERGENCY AMBULANCE SERVICES IN  
UNINCORPORATED AREAS IN PRECINCT 3"

RFP № 12-203-09-19-YSI

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit "A", Requirements/Scope of Services, consisting of 8 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 2 pages.
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
6. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
7. Exhibit "E", Proposer Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and W-9 Form, consisting of 6 pages.
9. Certification Regarding Debarment, consisting of 1 page.
10. Draft Contract Service, consisting of 7 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

  
\_\_\_\_\_  
Martha L. Salazar, CPPB Purchasing Agent

  
\_\_\_\_\_  
Date

RFP NO: 2012-203-09-19

Buyer: YVETTE S. ISLAS

Tel. No: (956) 318-2626

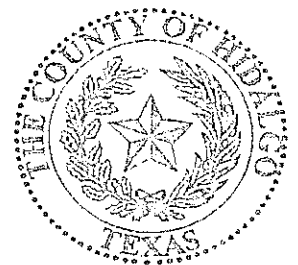
## REQUEST FOR PROPOSALS

### HIDALGO COUNTY “EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRECINCT 3”

**PROPOSAL ACCEPTANCE DATE**  
**September 19, 2012**

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 EMERGENCY AMBULANCE SERVICES 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: 2012-203-09-19-YSI- Hidalgo County – EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PCT 3**" 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, September 19, 2012.**

**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: 2012-209-09-19-YSI-HIDALGO COUNTY - EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRECINCT 3.**

**WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via email to yvette.islas@co.hidalgo.tx.us by NO LATER THAN Wednesday, September 12, 2012, at 5:00 p.m. Responses will be sent to all applicants by Friday, September 19, 2012 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
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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 - EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PCT 3”
  - 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, TX 78539**  
**(956) 318-2511**

**17. SCHEDULE OF EVENTS**

Proposal Acceptance Date:	<u>SEPTEMBER 19, 2012</u>
Award of Contract	<u>2012</u>
Commence Work or Deliver Products	<u>2012</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  
"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PCT 3"**

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 No 3**  
**"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRCT 3"**  
**RFP No 12-203-09-19-YSI**

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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, SEPTEMBER 19, 2012 ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP No.: 12-203-09-19-YSI  
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.: 2012-203-09-19-YSI**  
**"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN 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 2012-203-09-19-YSI "Emergency Ambulance Services In Unincorporated Areas within Precinct 3"**

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO [yvette.islas@co.hidalgo.tx.us](mailto:yvette.islas@co.hidalgo.tx.us) , BY NO LATER THAN Wednesday, September 12, 2012 at 5:00 P.M. at (956) 292-7612. Responses will be sent to all applicants via facsimile by Friday, September 14, 2012. 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 No 3**  
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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 No 3**  
**"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRCT 3"**  
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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.

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 the exceed 90 (ninety) days or until a new contract is approved.

**Exhibit "A"**  
**HIDALGO COUNTY – PRECINCT No 3**  
**"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRCT 3"**  
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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 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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**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 Services Act Texas Health & Safety Code Ann. Ch. 773 (Vernon 1992 & Supp. 1995).
2. 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
3. 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 provided by other ambulance services shall be of a level at least equal to the minimum requirements of these Specifications.
4. 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.

**Exhibit "A"**  
**HIDALGO COUNTY – PRECINCT № 3**  
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5. 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 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 cost to such organizations or political subdivisions.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.

**Exhibit "A"**  
**HIDALGO COUNTY – PRECINCT No 3**  
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13. 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.
  
14. 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.
  
15. 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.

**NUMBER OF COPIES TO BE SUBMITTED:**

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

**Exhibit "A"**  
**HIDALGO COUNTY – PRECINCT № 3**  
**"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRCT 3"**  
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**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, September 19, 2012.**

**EXHIBIT "B"**  
**EVALUATION AND SELECTION CRITERIA**

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The County will conduct a comprehensive, fair and impartial evaluation of all Proposal received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualification under the RFP. The evaluation criteria will include, but not be limited to the following:

**1. ECONOMIC EVALUATION OF THE PROPOSED FEE SCHEDULE 30 POINTS**

- Furnish satisfactory evidence of their ability to furnish products or services
- The Providers cost of the proposed service.

**2. RESPONSIVENESS TO THE REQUEST FOR PROPOSAL 20 POINTS**

- The Providers technical understanding of the project and its purpose as evidenced by the quality of the proposal submitted.
- The firm adheres to the instructions in this Request for Proposals on preparing and submitting the proposal

**3. PROPOSER'S CAPABILITY TO PROVIDE THE SERVICE REQUESTED 30 POINTS**

- Experience and knowledge necessary to provide and perform the required Emergency Ambulance Service
- Have the personnel level and equipment necessary to provide immediate services.
- Provide sufficient professional background (references) indicative of outstanding or exceptional services.

**4. PROPOSERS EXPERIENCE/QUALIFICATIONS 20 POINTS**

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

**EXHIBIT "B"**  
**RFP EVALUATION FORM**  
**HIDALGO COUNTY-"EMERGENCY AMBULANCE SERVICE IN UNINCORPORATED AREAS**  
**- PRECINT 3"**

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
<b>1. ECONOMIC EVALUATION OF THE PROPOSED FEE SCHEDULE (30)pts</b>		
➤ Furnish Satisfactory evidence of their ability to furnish products or services	0-15	
➤ The Providers cost of the proposed service	0-15	
Comments/Rationale for points:	<b>TOTAL:</b>	=====
<b>2. RESPONSIVENESS TO THE PREQUEST FOR PROPOSAL (20)pts</b>		
➤ The Providers technical understanding of the project and its purpose as evidenced by the quality of the proposal submitted.	0-10	
➤ The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.	0-10	
Comments/Rationale for points:	<b>TOTAL:</b>	=====
<b>3. PROPOSER'S CAPABILITY TO PROVIDE THE SERVICE REQUESTED (30)pts</b>		
➤ Experience and knowledge necessary to provide and perform the required Emergency Ambulance Services.	0-10	
➤ Have the personnel level and equipment necessary to provide immediate services.	0-10	
➤ Provide sufficient professional background (references) indicative of outstanding or exceptional services.	0-10	
Comments/Rationale for points:	<b>TOTAL:</b>	=====
<b>4. PROPOSERS EXPERIENCE/QUALIFICATIONS (20)pts</b>		
➤ Proposer's qualifications (e.g. licenses/certificates)	0-10	
➤ Evidence of Proposer's previous experience with the services being requested	0-10	
Comments/Rationale for points:	<b>TOTAL:</b>	=====
<b>TOTAL SCORE:</b>		=====

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

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

# EXHIBIT “C”

## Insurance Requirements

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED	<b>INSURERS AFFORDING COVERAGE</b>		
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
			INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PROPERTY DAMAGE (Any one fire) \$	
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$	
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$	
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$	
	<b>GARAGE LIABILITY</b>				AUTO ONLY-EA ACCIDENT \$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC \$	
					AGG \$	
C	<b>EXCESS LIABILITY</b>				EACH OCCURENCE \$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$	
	<input type="checkbox"/> DEDUCTIBLE				\$	
	<input type="checkbox"/> RETENTION \$				\$	
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATU. <input type="checkbox"/> OTHER TORY LIMITS	
					E.L. EACH ACCIDENT \$	
					E.L. DISEASE-EA EMPLOYEE \$	
					E.L. DISEASE-POLICY LIMIT \$	
	<b>OTHER</b>					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners= Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners= Court; currently carry the following

Professional Liability (Errors & Omissions): \$ \_\_\_\_\_

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **Notice to Proposer:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly** basis to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY YOUR PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the **APPLICABLE**:

1. Licenses: \_\_\_\_\_

2. Bonds: \_\_\_\_\_

3. Certificates: \_\_\_\_\_

4. Permits: \_\_\_\_\_

5. Other: \_\_\_\_\_

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

**\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

## EXHIBIT "D"

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p> 	Date Received	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate )</p>		
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D Describe each employment or business relationship with the local government officer named in this section</p>  		
<p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

Adopted 05/29/2007

*(Copy of receipt and this form must be submitted with bid)*

**PROPOSER'S AFFIDAVIT  
Exhibit "E"**

<b>PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING</b>
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STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, \_\_\_\_\_, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

\_\_\_\_\_  
Signature/Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_, 20\_\_\_\_.

# HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department  
thru Facsimile: (956) 318-2629 or (956) 292-7612  
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539  
or email: [purchasing@co.hidalgo.tx.us](mailto:purchasing@co.hidalgo.tx.us)

<b>Company Name:</b>	<b>Telephone No. (    )</b>
<b>dba Name:</b>	
<b>Legal Name:</b>	
<b>Mailing Address :</b>	<b>Fax No. (    )</b>
<b>Physical Address:</b>	
<b>City, State, Zip</b>	<b>Tax I.D. No.</b>
<b>Remit to Address :</b>	<b>City, State, Zip</b>
<b>E-Mail Address:</b>	
<b>Representative(s) Name(s) &amp; Title(s)</b>	
<b>Type of Organization (check one):</b> <input type="checkbox"/> <b>Individual</b> <input type="checkbox"/> <b>Partnership</b> <input type="checkbox"/> <b>Corporation</b> <input type="checkbox"/> <b>Non-Profit</b> <input type="checkbox"/> <b>LLC</b> <input type="checkbox"/> <b>Sole Proprietor</b> <input type="checkbox"/> <b>Other, Specify</b>	
<b>State Identification No.</b> _____ <b>(Please attached completed W-9 form with this application)</b> <b>Federal Identification No. or (if individual) SS No.</b> _____	
<b>State of Incorporation:</b> _____ <b>Date:</b> _____ <b>Other:</b> _____	
<b>Type of Business (check one):</b> <input type="checkbox"/> <b>Manufacturer</b> <input type="checkbox"/> <b>Wholesaler</b> <input type="checkbox"/> <b>Retailer</b> <input type="checkbox"/> <b>Broker</b> <input type="checkbox"/> <b>Distributor</b> <input type="checkbox"/> <b>Service Organization</b> <input type="checkbox"/> <b>Other, Specify</b>	
<b>Name &amp; Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:</b>	
<b>Small and/or Disadvantaged Business Information (check application criteria)</b>	
<b>Small Business:</b> _____ <b>Disadvantaged Business (At Least 51% Ownership)</b>	
<input type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Black American <input type="checkbox"/> Native American <input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women <input type="checkbox"/> Less than 499,000 annual gross receipt <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other <input type="checkbox"/> More than 500,000 annual gross receipt	
<b>Have you been certified as a HUB or an MBE/WBE source?:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Indicate Certification No.(s):</b> _____ <b>or are Certificate(s) attached?:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>What type of product(s) is/are solicited by your company?:</b>	
<b>Would you like to be provided with specifications for procurements of such products?:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>To Be Completed by the County: Rec'd by (Purchasing):</b> _____ <b>Date Rec'd by (Purchasing):</b> _____	
<b>Date Forwarded Information to Auditor's Office:</b> _____ <b>Entry Date:</b> _____ <b>Vendor No.:</b> _____	

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?:  Texas Building & Procurement Commission  Other \_\_\_\_\_

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Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_ %  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
~~Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_~~  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
~~Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_~~  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
~~Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_~~  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_



The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

#### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### Specific Instructions

##### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>3</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION and  
INELIGIBILITY**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

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

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**THIS PAGE MUST BE SUBMITTED WITH BID)**

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 Precinct 3 Hidalgo County and not served 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 Pecos (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 services 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** 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 terminating on **DATE**, at 12:00 a.m., with an option to extend for an additional one (1) year term, (the "Termination Date") unless 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, Company 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 a certificate 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 charged by Company to the public shall be the Company's ordinary and customary fees as more particularly described on Exhibit "B" attached hereto.

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 alleged defaulting party, setting forth such default, and the alleged defaulting party shall have thirty (30) days after receipt of such written notice to cure such default if the alleged default is that of Company and such default creates, in the sole opinion of the County, life threatening conditions then this Contract may be terminated immediately. If either party hereto fails to cure a default, the non-defaulting party shall have the right to immediately cancel and terminate this Contract and seek whatever available remedy such non-defaulting 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 upon request by County 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 78549

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 State 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 Contract, 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 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 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: \_\_\_\_\_

**DRAFT**

**EXHIBIT "B"**  
**FEE SCHEDULE**



Pro Medic EMS LLC proposes a Zero Dollar Bid (\$0.00) for the  
“Emergency Ambulance Service for Unincorporated Areas within  
Precinct # 3” RFP No 12-203-09-19-YSI

OPENED  
9:37  
9-19-12  
Witnessed

  
\_\_\_\_\_



OPENED  
9/31  
9-19-12  
Witnessed

EMS FEE SCHEDULE

CHECK SERVICE PROVIDED		INTRAVENOUS PROCEDURE / SUPPLIES		SMR PROCEDURE / SUPPLIES	
325.00	ALS 1 EMERGENCY LEVEL 1	\$ 25.00	16 gauge Intraosseous Needle	\$ 15.00	Disposable Headblocks
325.00	ALS 2 EMERGENCY LEVEL 2	\$ 10.00	Sterile Needle (any size)	\$ 27.50	Long Board Splint
325.00	ALS 1 NON-EMERGENCY LEVEL 1	\$ 12.00	Sterile Syringe (any size)	\$ 27.50	Medium Board Splint
325.00	ALS EMERGENCY LEVEL 1	\$ 5.00	Tourniquet	\$ 27.50	Short Board Splint
325.00	ALS NON-EMERGENCY LEVEL 1		<b>GARDIAC</b>	\$ 50.00	KED
325.00	BLS EMERGENCY	\$ 75.00	Cardio Pulmonary Resuscitation	\$ 75.00	Traction Splint
325.00	BLS NON-EMERGENCY	\$ 66.00	Cardioversion		<b>GLUCOSE MONITORING / SUPPLIES</b>
325.00	SPECIALTY CARE TRANSPORT	\$ 66.00	Defibrillation	\$ 30.00	Glucometer
12.00	MILEAGE	\$ 66.00	Externa Pacing	\$ 30.00	Glucose test strip
50.00	WAIT TIME	\$ 66.00	Defibrillating Pads	\$ 30.00	Lancet
200.00	TREATMENT-NO TRANSPORT	\$ 66.00	External Pacing Pads		<b>BANDAGING / DRESSING SUPPLIES</b>
75.00	EXTRA ATTENDANT	\$ 16.50	ECG Monitoring	\$ 5.00	2"x2" gauze sponge
	<b>AIRWAY PROCEDURE / SUPPLIES</b>	\$ 75.00	EKG Tracing	\$ 5.00	4"x4" gauze sponge
35.00	Oxygen Administration	\$ 16.50	EKG Electrodes	\$ 5.50	5"x9" gauze pad
35.00	Oxygen		<b>MEDICATION</b>	\$ 8.80	Trauma Dressing
27.50	Adult Non-Rebreather	\$ 2.00	Aspirin	\$ 16.50	Burn Sheet
36.25	Pediatric Non-Rebreather	\$ 95.00	Adenosine 6mg	\$ 12.52	Vaseline Gauze
5.50	Nebulizer	\$ 35.00	Albuterol 0.083%	\$ 25.00	OB Kit
10.00	Oral / Nasal Pharyngeal Airway	\$ 25.00	Atropine Sulfate 1 mg	\$ 25.00	Silver Swaddler (baby bunting)
25.00	Magill Forceps	\$ 35.00	Atrovent	\$ 10.00	Kerlix
60.00	Intubation Procedure	\$ 15.00	Activated Charcoal	\$ 5.00	Triangular Bandage
150.00	Combi Tube Airway	\$ 20.00	Benadryl 50 mg	\$ 5.50	Cold Pack
36.25	BVM Disposable	\$ 60.00	Dopamine		<b>DISPOSABLE / SUPPLIES</b>
75.00	Endotracheal Tube	\$ 55.00	Dextrose 50%	\$ 6.50	Bite Stick
10.00	Stylet	\$ 20.00	Epinephrine 1:1,000 1 mg	\$ 5.50	Convenience Bag
12.50	ET Tube Holder	\$ 20.00	Epinephrine 1: 10,000 1 mg	\$ 12.00	Bed Pan
60.00	Esophageal Intubation Detector	\$ 15.00	Furosemide	\$ 6.00	Urinal
35.00	Ventilator	\$ 12.00	Insta Glucose 15 gm	\$ 5.00	Alcohol Pads
50.00	Pulse Oximetry	\$ 12.00	Syrup of Ipecac	\$ 5.00	Tape (all sizes)
25.00	Suctioning Procedure	\$ 46.00	Lidocaine 100 mg		<b>PERSONAL PROTECTIVE EQUIPMENT</b>
25.00	Suction Tubing	\$ 46.00	Lidocaine Drip	\$ 10.00	Blanket
25.00	Suction Yauker	\$ 40.00	Lorezapam 10 mg	\$ 12.50	Emergency Blanket
25.00	Suction Catheter	\$ 35.75	Morphine Sulfate 10 mg	\$ 10.00	Pillow
	<b>INTRAVENOUS PROCEDURE / SUPPLIES</b>	\$ 25.00	Narcan 2 mg	\$ 5.00	Disposable Gloves
27.50	Intravenous Administration	\$ 30.00	Normal Saline 500 ml	\$ 5.00	Disposable Fitted Sheet
11.00	Intravenous Infusion	\$ 12.00	Nitro (tabs) 0.4 mg	\$ 5.00	Disposable Cover Sheet
16.50	14 gauge Angiocatheter	\$ 12.00	Nitro (spray) 0.4 mg	\$ 5.00	Disposable Pillow Case
16.50	16 gauge Angiocatheter	\$ 30.00	Sodium Bicarbonate 50 meq	\$ 5.00	Disposable Gown
16.50	18 gauge Angiocatheter	\$ 25.00	Thiamine 100 mg	\$ 16.50	Protective Eye Wear
16.50	20 gauge Angiocatheter	\$ 40.00	Valium 10 mg	\$ 12.00	Hepa Mask (all sizes)
16.50	22 gauge Angiocatheter		<b>SMR PROCEDURE / SUPPLIES</b>	\$ 20.00	Bio Bag
16.50	24 gauge Angiocatheter	\$ 45.00	SMR Procedure	\$ 30.00	Vehicle Decontamination
23.00	10-15 Macro gtt's	\$ 45.00	Long Spine Board		
23.00	60 Micro gtt's	\$ 45.00	Select C-Collar		

**EXHIBIT "C"**  
**CERTIFICATE OF INSURANCE**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

11/8/12

**PRODUCER**  
 BEAUPRE INSURANCE SERVICES  
 PO BOX 700635  
 DALLAS, TX 75370  
 972-417-2877

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
 PRO-MED EMS, LLC  
 PO BOX 2190  
 SAN JUAN, TX 78589

**INSURERS AFFORDING COVERAGE**  
 INSURER A: WESTERN WORLD INS CO  
 INSURER B: NATIONAL CASUALTY CO  
 INSURER C:  
 INSURER D:  
 INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	NPP 8064489	10/6/12	10/6/13	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$100,000
					MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	CAO 0247296	10/6/12	10/6/13	COMBINED SINGLE LIMIT (Ea. accident)	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY. AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> STATUTORY LIMITS <input type="checkbox"/> OTHER	\$
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					\$
						\$
						\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
ADDTL INSURED HIDALGO COUNTY ATTN: PURCHASING DEPT 2812 S. HWY BUS.281 HIDALGO, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

# Commercial Certificate of Insurance



**FARMERS**

Agency Name: **JAIME D. GONZALES**  
 Name: **1025 N. TEXAS BLVD. STE 21-J**  
 & **WESLACO, TX 78596**  
 Address: **Ph#956-472-9468**

Issue Date (MM/DD/YY) **09/12/12**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 19 Dist. 40 Agent 31P

Insured Name: **PRO-MED EMS., LLC.**  
 Name: **P.O. BOX 2190**  
 & **SAN JUAN, TX 78589**  
 Address:

### Companies Providing Coverage:

- Company A **Truck Insurance Exchange**
- Letter
- Company B **Farmers Insurance Exchange**
- Letter
- Company C **Mid-Century Insurance Company**
- Letter
- Company D **PENN AMERICA INSURANCE CO.**
- Letter

### Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
	General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.				General Aggregate Products-Comp/OPS Aggregate	\$
					Personal & Advertising Injury Each Occurrence	\$
					Fire Damage (Any one fire)	\$
					Medical Expense (Any one person)	\$
	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit	\$
					Bodily Injury (Per person)	\$
					Bodily Injury (Per accident)	\$
					Property Damage Garage Aggregate	\$
	Umbrella Liability				Limit	\$
D	Workers' Compensation and Employers' Liability	WC-402586332	07/01/12	07/01/13	Statutory Each Accident Disease - Each Employee Disease - Policy Limit	\$ 1,000,000.00 \$ 1,000,000.00 \$ 1,000,000.00

Description of Operations/Vehicles/Restrictions/Special items:

### Certificate Holder

Name: **HIDALGO COUNTY**  
 & **ADMINISTRATION BUILDING**  
 Address: **2802 S. BUSINESS HWY 281**  
**EDINBURG, TX 78539**

### Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**JAIME D. GONZALES**  
 Authorized Representative

PRO-MEDIC EMS 10/08/12-13 CAO 0247296

1999 FORD AMB 1FDXE40F5XHA71777  
2001 FORD AMB 1FDSS34F21HA86364  
2001 FORD AMB 1FDWF36F32EB92098  
2007 FORD AMB 1FDSS34P36DA68205

1998 FORD AMB 1FDXE40F8WHB92978  
2002 FORD AMB 1FDXE45F22HB59073  
2001 FREIGHTLINER 1FVABPBW41HG82299  
2002 FORD AMB 1FDWF36F92ED53263  
2003 FORD AMB 1FDWF36P13EB50264

2000 FORD AMB 1FDWF36F2YED76733  
2002 FREIGHTLINER 1FVABPBW72HJ78005  
1998 FREIGHTLINER 1FV3GJBC1WH890366  
2006 FORD AMB 1FDSS34P56DB07053  
2006 FORD AMB 1FDSS34P66DA28250

2000 FORD AMB 1FDWF36F1YRR10225  
1997 FREIGHTLINER 1FV36FBC4VH685376  
2001 FORD AMB 1FDWF36FX1ED16477  
2000 FORD AMB 1FDSS34F0YHA72764



TEXAS DEPARTMENT OF  
STATE HEALTH SERVICES  
EMERGENCY MEDICAL SERVICES  
**EMS PROVIDER VEHICLE FORM**



Revised 12/10/2008

Submit this completed form along with payment (if appropriate) and the appropriate submission / cover sheet (see: [www.dshs.state.tx.us/emstraumasystems/provfro.shtml](http://www.dshs.state.tx.us/emstraumasystems/provfro.shtml))

Name of Legal Entity: Pro Med EMS LLC  
Legal Entity Assumed Name: Pro Medic EMS

License #: 300178

Unit #	Vehicle Identification Number **	Type I, II, III	License Tag Number	Make (Ford, Chevy)	Year of chassis manufacture	*Category (BLS/MICU)
M-1	1FDWF36F32EB92098	TYPE-I	298-VNJ	FORD	2001	BLS/MICU
M-2	1FDWF36F2YED76733	TYPE-I	KXF-931	FORD	2000	BLS/MICU
M-5	1FDXE40F5XHA71777	TYPE-III	293-VNJ	FORD	1999	BLS/MICU
M-6	1FDWF36FX1ED16477	TYPE-I	AM3-7408	FORD	2001	BLS/MICU
M-7	1FDWF36F1YEE10225	TYPE-1	169-VYL	FORD	2000	BLS/MICU
M-8	1FDSS34FOYHA72764	TYPE-II	844-VYK	FORD	2000	BLS/MICU

\* BLS, BLS/A, BLS/M, ALS, ALS/M, MICU, MICU Air - RW or FW, SPEC (Specialized)

\*\* Vehicle additions require fee

Claiming Fee Exemption:  YES  NO

If no, indicate amount enclosed:

(for fee amount, see checklist at [www.dshs.state.tx.us/emstraumasystems/provfro.shtml](http://www.dshs.state.tx.us/emstraumasystems/provfro.shtml))

I, Jesus Flores, submit this application on behalf of the above named legal entity, to the Texas Department of State Health Services. I hereby affirm and declare that all information submitted on this form and attached supplemental documents are true and correct. It is understood that any false information given or misrepresentation made in this application or other requested documents may result in revocation or denial of license. I have read, understand, and agree to abide by Chapter 773 of the Texas Health and Safety Code and Title 25 of the Texas Administrative Code, Chapter 157 and Title 22 of the Texas Health and safety Code, Chapter 197.

See Continuation Sheet

Signature of Administrator

Date:

9/11/12

**PRIVACY NOTIFICATION**

With a few exceptions, you have the right to request and be informed about information that the State of Texas collects about you. You are entitled to receive and review the information upon request. You also have the right to ask the state agency to correct any information that is determined to be incorrect. See <http://www.dshs.state.tx.us> for information on Privacy Notification. (Reference Government Code, Section 552.021, 552.023 and 559.004)