

Zimbra

sandra.montalvo@co.hidalgo.tx.us

RFP.: 2010-20-00-00-SMA-HIDALGO COUNTY Voluntary (Post Tax) "Emergency Air Ambulance Services

From : Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us> Wed, Nov 25, 2015 04:50 PM
Subject : RFP.: 2010-20-00-00-SMA-HIDALGO COUNTY Voluntary (Post Tax) "Emergency Air Ambulance Services 📎 2 attachments
To : Alfredo Zamarripa <alfredo.zamarripa@co.hidalgo.tx.us>, Valde Guerra <valde.guerra@co.hidalgo.tx.us>, monica badillo <monica.badillo@co.hidalgo.tx.us>
Cc : Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

Good Afternoon

Please review carefully MEMO/DRAFT REQUIREMENTS (attached hereto) and either submit your modifications and/or approval or disapproval by no later than FRIDAY, DECEMBER 04, 2015, 10 AM in order to proceed with the procurement process on a timely manner in connection to: RFP Project# 2016-020-00-00-SMA for:LHIDALGO COUNTY Voluntary (Post Tax) "Emergency Air Ambulance Service for HIDALGO COUNTY.

Your prompt attention and cooperation to this important matter and request is greatly appreciated.

Thank you,
Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department
2812 S. Bus. Hwy. 281
Edinburg, Tx 78539
Office-(956)318-2626 or 956-292-7000 ext. 4865
Fax-(956)318-2629 or (956)292-7612
Email: sandra.montalvo@co.hidalgo.tx.us

 **3. EXHIBIT A REQUIREMENTS.pdf**
186 KB

 **MEMO-APPROVAL OF REQUIREMENTS .pdf**
132 KB



**Hidalgo County Purchasing Department
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-2629**

MEMORANDUM

(Approval of Requirements/Specifications)

TO: Valde Guerra, Executive Officer

FROM: Sandra Montalvo, Buyer II
 Hidalgo County Purchasing Department

DATE: November 25, 2015

RE: Approval of REQUIREMENTS for: RFP.: 2010-20--00-00-SMA-HIDALGO COUNTY
 Voluntary (Post Tax) "Emergency Air Ambulance Services"

Please review the draft REQUIREMENTS and indicate if they meet all your requirements by selecting APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS and signing below. If your answer is DISAPPROVE, please make any modifications necessary to the requirements & Evaluation Criteria and return the information to sandra.montalvo@co.hidalgo.tx.us.

In addition, the precinct probably already has an open Purchase Order (P.O.) for advertisement; please provide me with that PO#, I will need it for the agenda item.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED with MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: _____ YES / _____ NO/ _____ Other: _____

(Specify) _____

BUDGET ACCOUNT #: _____

P. O No.: _____

AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

Submit this form to the Hidalgo County Purchasing Department, via e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Friday, December 04, 2015 10:00 A.M.

Enclosures

REQUEST FOR PROPOSALS

Hidalgo County

“Voluntary (Post Tax) Emergency Air Ambulance Services”

Acceptance Date: _____, 2016

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

- 1) Sealed proposals will be received for **"Voluntary (Post Tax) Emergency Air Ambulance Services"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers 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 RFPs 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: 2016-020-00-00-SMA- "Voluntary (Post Tax) Emergency Air Ambulance Services"** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, 2016.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP No: 2016-020-00-00-SMA- "VOLUNTARY (POST TAX) EMERGENCY AIR AMBULANCE SERVICES".

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 item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal 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 at a County owned or operated location, each proposer 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 dollar amount of 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 open 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 the 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 proposals.
- 11) Costs are to be net F.O.B., 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 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's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
- 15) **DELIVERY INSTRUCTIONS: (for applicable goods and/or services only)**
 - 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 proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract Number (if any)
 - d) Notation-**"Hidalgo County - Voluntary (Post Tax) Emergency Air Ambulance Services"**
 - 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:

Hidalgo County Auditor's Office
Ray Eufrazio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17) SCHEDULE OF EVENTS

Projected Proposal Opening, 9:30 A.M., _____, 2016
 Project/Anticipated Award Date: _____, 2016
 Commence Work or Deliver Products _____, 2016

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 bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are 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 material men 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 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

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

- 21) If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
- 22) Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
- 23) Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
- 24) Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' 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 with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals 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.

HIDALGO COUNTY
"VOLUNTARY (POST TAX) EMERGENCY AIR AMBULANCE SERVICES"

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 proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer 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.

Proposer 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 receiving proposals, as contained in the Requirements.

Respectfully submitted,

FIRM: _____

ADDRESS: _____

BY: _____

PRINT NAME: _____

TITLE: _____

EXHIBIT A
Requirements

REQUEST FOR PROPOSAL (RFP)

HIDALGO COUNTY

***“VOLUNTARY (POST TAX) EMERGENCY
AIR AMBULANCE SERVICES”***

RFP NO: 2016-020-00-SMA

OVERVIEW:

Hidalgo County is accepting proposals from qualified companies to provide Voluntary (Post Tax) Emergency Air Ambulance Services for Hidalgo County Employees. The qualified company must be prepared to devote sufficient time to the County to assure that the services offered provide the most benefit to the participant and would be strictly on employee voluntary payroll deduction participation.

Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of “**VOLUNTARY (POST TAX) EMERGENCY AIR AMBULANCE SERVICES**” as specified herein. Sealed proposals will be accepted until **9:30 A.M., June 13, 2012**. **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2016-020-00-00-SMA

<p><u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539</p>	<p><u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539</p>
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The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

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

<p><u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539</p>	<p><u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539</p>
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WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: sandra.montalvo@co.hidalgo.tx.us , BY NO LATER THAN **Wednesday, January 06, 2016 at 5:00 p.m.** **Responses will be sent to all applicants by Friday, January 08, 2016.** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk’s Office locate at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER’S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer’s Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer’s Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer’s Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the 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 Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT:

The initial term of the contract shall be for one (1) year, with County's option to renew the agreement two (2), one (1) year terms based on premiums deemed to be favorable to the County. Renewal rates (if any) are to be provided to Hidalgo County ninety (90) days prior to anniversary date.

The agreement is to contain cancellation provision that provides for thirty (30) days notice of cancellation (except for non-payment) and sixty (60) days notice for non-renewal.

DAVIS BACON ACT (if applicable):

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

SECTION II
RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

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

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

The companies must be registered and licensed to practice in the State of Texas, that have had experience in, but not limited to, the following areas:

- Provider must have a minimum of five (5) years experience in the related field of air Ambulance Services;
- Provider must have experienced staff with a minimum of three (3) years of critical care experience.
- All staff must be certified and provide copies of certifications, licenses, etc.;
- Provider must provide proof of financial stability to ensure continued service throughout the contract term.
- The company must have insurance for errors and omissions liability with a limit of at least \$1 million per occurrence.
- The company must assign a minimum of one qualified account representative to service Hidalgo County. A certificate of the representative's E & O insurance must be provided within ten (10) days from date of award and prior to execution of contract.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. In addition, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project/work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain any/all licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

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

GENERAL REQUIREMENTS AND INSTRUCTIONS

A.) INFORMATION

- 1) The information contained in these specifications/requirements is confidential and is to be used only in connection with preparing a proposal for the “**Voluntary (Post Tax) Emergency Air Ambulance Services**” employee benefit plan.
- 2) Hidalgo County reserves the right to accept or reject all or any part of the proposals, waive minor technicalities, and award the proposal to best serve the interest of Hidalgo County. Hidalgo County also reserves the right to waive or dispense with any of the formalities contained herein.
- 3) Proposals are to be submitted on the basis of the specifications and/or scope of services contained herein. Alternate proposals will also be considered, provided they are clearly explained. All deviations from the specifications must be clearly identified and explained.
- 4) The information contained herein is believed to be accurate and up-to-date, but is not intended to be an expressed or implied warranty.
- 5) No telephone or fax proposals will be accepted. Proposals may only be accepted if delivered by U.S. Postal Services, Federal Express, UPS, other courier services or personally delivered by proposer. County of Hidalgo will not be responsible for missing, lost, or late mail. Any proposals received after the time set for opening will be returned to the proposer unopened upon proposer’s request and expense.
- 6) Vendors are cordially invited to the proposals opening, but are not required to attend.
- 7) Proposer shall provide a sample of company’s agreement for services being requested included with your RFP response.
- 8) The Company and representative(s) must be authorized by the State of Texas for sale and solicitation of Voluntary (Post Tax) Emergency Air Ambulance Services Benefit Plans;
- 9) **COMMUNICATION WITH COUNTY MEMBERS/EMPLOYEES:**
Firm/Company submitting proposals shall not discuss this RFP with Members of Commissioners Court and or employees of Hidalgo County, other than the assigned staff member(s) at the Purchasing Department.
- 10) **DISQUALIFICATION AND REJECTION OF PROPOSALS**
Failure to comply with the requirements or the procedures set forth herein, or to satisfy the servicing criteria as set forth in the specifications, may result in disqualification. It is not intended that exceptions to the specifications will, in and of themselves, result in disqualification.

SCOPE OF SERVICES/RFP ASSUMPTIONS

The information contained in the scope of services is confidential and is to be used only in connection with preparing a proposal for the following employee benefit plan. The contract will encompass all project-related Voluntary (Post Tax) Emergency Air Ambulance Services to the County of Hidalgo, including but not limited to, the following:

- Company will evaluate and prosecute all claims;
- The selected company will be expected to provide knowledgeable staff to explain the benefits to employees during the initial enrollment and during an annual enrollment period;
- Initial enrollment and group employee education meetings, up to 20 minutes, will be allowed prior to or following the scheduled working day;
- Hidalgo County will sponsor only one (1) Voluntary (Post Tax) Emergency Air Ambulance Services Benefit Plan;
- The Voluntary (Post Tax) Emergency Air Ambulance Services plan will not be eligible under the County's IRC Section 125 Cafeteria Plan;
- Benefit Plan will be at no cost to Hidalgo County but to the participating employee for the Voluntary (Post Tax) Emergency Air Ambulance Services by voluntary payroll deduction;
- The Voluntary (Post Tax) Emergency Air Ambulance Services Benefit Plan should not include the use of the Voluntary (Post Tax) Emergency Air Ambulance Services by a participating employee to the detriment of Hidalgo County;
- Hidalgo County is to be provided with a master payroll deduction list;
- After enrollment is held, Hidalgo County Treasurer's Office need to be provided with a spreadsheet including the names, addresses, social security numbers, and effective date for coverage;
- When change occurs, Hidalgo County Treasurer's Office needs to be formally notified by the awarded company; these changes include in services, deletion of certain services, or cancellation; and an effective date for these changes;
- New employees and current employees are to have the opportunity to enroll in the Hidalgo County sponsored Voluntary (Post Tax) Emergency Air Ambulance Services plan during an open enrollment period on a guarantee issue basis;

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a proposed fee based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SECTION III

SELECTION/EVALUATION/RANKING

SELECTION PROCEDURES/EVALUATION SYSTEM:

The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

- A.) Evaluation Committee selected by Hidalgo County Commissioner's Court, Elected Official or User Department will review, score and evaluate the Request for Proposals (RFP's) received.
- B.) After the RFP's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.
- C.) Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

SCORING AND EVALUATION PROPOSALS

The County will review all proposals for completeness. Those found to be incomplete or which fail to address the needs of the County as stated herein will not be evaluated. Only those proposals that are complete, with all required documentation, will be evaluated. Proposers are urged to initially submit their best offer. An award (if any) will be made to that proposer whose proposal is deemed most advantageous to, and in the best interest to Hidalgo County.

Proposals will be first be evaluated on factors other than cost, including coverage/benefits, services, capacity to perform and financial stability. After evaluation of the technical criteria, cost will be included in the evaluation. The evaluation of proposals will be based on the following allocation of points outlined in the Scope of Services including but not be limited to, the items listed below:

- Experience/Qualifications
- Coverage Benefits/Services
- Capacity to Perform
- Financial Stability
- Cost

NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

HOLD HARMLESS AGREEMENT VOLUNTARY PAYROLL DEDUCTION

Hidalgo County requests that the Voluntary Deduction Company (the Company) execute a Hold Harmless Agreement that will include the following provisions:

- 1) The Company, its agents and representatives shall comply with all pertinent written directives and reasonable request of Hidalgo County regarding the solicitation of employees and at the purchase of Voluntary Payroll Deduction of (Post Tax) Emergency Air Ambulance Services Contracts.
- 2) The Company shall indemnify and hold harmless Hidalgo County's employees, from every claim and demand, excluding those based upon negligence or act of Hidalgo County's employees, which may be made by reason of the negligence of the Company or its officers, directors, employees, agents or representatives resulting in the purchase of Voluntary Deduction of (Post Tax) Emergency Air Ambulance Services Contracts by the County through the Company.
- 3) The Company, at its own expense, shall defend any legal proceedings that may be brought against Hidalgo County, employees, regarding any claim or demand for which the Company is required hereunder to indemnify the County, its employees shall satisfy any judgment that may be rendered against any of them by reason of the purchase of Voluntary Payroll Deduction of (Post Tax) Emergency Air Ambulance Services Contracts by Hidalgo County through the Company. Hidalgo County shall promptly notify the Company by Registered or Certified Mail upon the receipt of any such claim or demand.
- 4) Hidalgo County reserves the right, upon thirty (30) days written notice by Hidalgo County to company, by Registered or Certified Mail, to terminate this Agreement but such termination shall in no manner affect any liability of the Company incurred prior to such termination

HIDALGO COUNTY
“Voluntary (Post Tax) Emergency Air Ambulance Services”
RFP No. 2016-020-00-00-SMA
QUESTIONNAIRE

DESCRIBE ORGANIZATION SUBMITTING PROPOSAL:

1) COMPANY NAME:

- a) Number of years in the Voluntary (Post Tax) Emergency Air Ambulance Services Benefit Plan business:
- b) Number of counties serviced with Voluntary (Post Tax) Emergency Air Ambulance Services Benefits Plans:
- c) Contact Person: _____
- d) Telephone Number: _____

2) NAME OF REPRESENTATIVE:

- a) Address:
- b) Telephone Number: _____
- c) Number of years in the Voluntary (Post Tax) Emergency Air Ambulance Services Benefit Plan Business:
- d) Number of counties serviced with Voluntary (Post Tax) Emergency Air Ambulance Services Benefit Plans:
- e) Relationship with company (length of time, number of groups, amount of premium)

3) What is your agency estimated premium volume for Voluntary (Post Tax) Emergency Air Ambulance Services Benefit Plans with Counties?

4) What is current A.M. Best rating of your Company and financial size category, if any?

5) Provide three (3) Texas client references (preferably counties) where the proposed product is enrolled.

Name of Client	Contact Person	Telephone Number	No. of Employees

6) Please attach rates for Individual and Family Coverage for all proposed plans. For what period of time are quoted rates guaranteed?

7) Is a longer rate guarantee available? Yes No
 If so, please describe:

8) Please provide commission structure included in your quoted rates: _____

9) Will a "Hold Harmless Agreement" with provision comparable to those presented in the RFP Specifications be executed? Yes No

10) Will a Group Contract be issued to Hidalgo County? Yes No

11) IS THE PRODUCT PORTABLE? Yes No

12) If so, at the same group rate? Yes No
 Is the product Cafeteria Plan Eligible? Yes No
 If not, please explain:

13) Is access to services available outside listed coverage areas? Yes No

14) Please list all benefits covered in full:

15) Please list all benefits covered at a discount and the discounted rate:

16) Please list the rate per hour and any caps for benefits not specifically covered by the plan.

17) Please list all plan exclusions and waiting periods:

18) Please describe claim filing process and turnaround time:

19) Will Hidalgo County be provided with utilization or other reports on a scheduled basis?

Yes No

20) Please describe billing procedures:

ANTI-COLLUSION CERTIFICATION

By submission of this proposal, the Proposer certifies that:

- 1) This proposal has been independently arrived at without collusion with any other Proposer or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not knowingly disclosed, prior to the opening of proposal for this project, to any other proposer competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;
- 4) The person signing this proposal certifies that he/she has been fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the proposer as well as to the person signing in its behalf.

Company Name

Authorized Signature

Address

Type Signatory's Name and Title

City, State, Zip Code

Telephone Number

Representative's Name

Fax Number

Representative's Address

EXHIBIT B
EVALUATION CRITERIA

HIDALGO COUNTY

REQUEST FOR PROPOSAL

“Voluntary (Post Tax) Emergency Air Ambulance Services”

RFP No.: 2016-020-00-00-SMA

HIDALGO COUNTY
"Voluntary (Post Tax) Emergency Air Ambulance Services"
RFP NO: 2016-020-00-00-SMA

SELECTION/EVALUATION/RANKING CRITERIA

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

1) EXPERIENCE/QUALIFICATIONS: (maximum 30 points)

- The proposer should provide information regarding years of experience in the related field of air ambulance services; **(20 points)**
- The proposer must provide certifications, license, etc. of all qualified personnel. **(10 points)**

2) COVERAGE/BENEFITS/SERVICES: (maximum 25 points)

- The proposer shall perform work set forth in the scope of work/requirements; **(15 points)**
- The proposer submitted coverage's, benefits available to employees; **(10 points)**

3) FINANCIAL STABILITY (maximum 20 points)

- The proposer should provide proof of financial stability to ensure continued service throughout the contract term. **(20 points)**

4) CAPACITY TO PERFORM: (maximum 10 points)

- The proposer should provide references supporting capacity to perform required services; **(10 points)**

5) COST: (maximum 15 points)

- Provide coverage's and benefits at a reasonable cost. **(15 points)**

HIDALGO COUNTY
“Voluntary (Post Tax) Emergency Air Ambulance Services”
RFP NO: 2016-020-00-00-SMA
EVALUATION FORM

SELECTION CRITERIA	Maximum Points breakdown	Score
1) EXPERIENCE/QUALIFICATIONS : (maximum points 30)		
➤ The proposer provided information regarding years of experience in the related field of air ambulance services;	0-20	
➤ The proposer submitted copies of certifications, licenses, etc, of all qualified staff;	0-10	
Comments/Rationale for points:	TOTAL:	_____
2) COVERAGE/ BENEFITS/SERVICES: (maximum points-25)		
➤ The proposer shall perform services set forth in the scope of work/requirements;	0-15	
➤ The proposer submitted availability of benefits to employees;	0-10	
Comments/Rationale for points:	TOTAL:	_____
3) FINANCIAL STABILITY: (maximum points-20)		
➤ The proposer should provide proof of financial stability to ensure continued services throughout the contract term;	0-20	
Comments/Rationale for points:	TOTAL:	_____
4) CAPACITY TO PERFORM: (maximum points-10)		
➤ The proposer should provide references supporting capacity to perform required services;	0-10	
Comments/Rationale for points:	TOTAL:	_____
5) COST: (maximum points-15)		
➤ Provides the coverage's and benefits at a reasonable cost.	0-15	
Comments/Rationale for points:	TOTAL:	_____

TOTAL SCORE:

COMPANY/FIRM: _____

EVALUATOR'S NAME & TITLE _____ Title: _____
PRINT

COUNTY DEPT: _____ DATE: _____

Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Draft Service Agreement-Voluntary (Post Tax) Emergency Air Ambulance Services

From : Steve Crain <scrain@atlashall.com>

Mon, Nov 09, 2015 03:16 PM

Subject : RE: Draft Service Agreement-Voluntary (Post Tax) Emergency Air Ambulance Services**To :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

I do not think you need a draft contract.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]**Sent:** Monday, November 09, 2015 2:55 PM**To:** Steve Crain**Subject:** Re: Draft Service Agreement-Voluntary (Post Tax) Emergency Air Ambulance Services

Mr. Crain;

Attached are the draft "Exhibit A Requirements" for the "Voluntary (Post Tax) Emergency Air Ambulance Services" project for your review and assistance. The attached requirements were utilized in the previous project that is currently in place with awarded vendor and has been assigned to a buyer for the new bidding process. Upon reviewing these requirements, it is mentioned that this bid project request for the air ambulance services is not eligible under the County's IRC Section 125 Cafeteria Plan as it is a Voluntary (Post Tax) Plan at cost to employee. And there's also a "questionnaire" included in Exhibit A Requirements, which under #10, we do ask if a contract will be issued to Hidalgo County; so if we do ask, then we don't necessarily need to include a draft document in the RFP. What do you think or recommend?

Respectfully;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

From: "Steve Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Monday, November 9, 2015 2:08:01 PM
Subject: RE: Draft Service Agreement-Voluntary (Post Tax) Emergency Air Ambulance Services

The RFP must be for the County's cafeteria plan. Please call me.

From: Evangelina Garcia [<mailto:evangelina.garcia@co.hidalgo.tx.us>]
Sent: Monday, November 09, 2015 1:35 PM
To: Steve Crain
Subject: Re: Draft Service Agreement-Voluntary (Post Tax) Emergency Air Ambulance Services

Mr. Crain;
Pursuant to our discussion regarding the draft agreement to the project as it's a "voluntary product" for air ambulance services at cost to employee and not County, from what is scanned on the current vendor is not a County Agreement but an agreement as submitted by the vendor [see current contracted vendor's agreement]. Can we initiate this new bid project with the County's request included in the specifications/requirements that the vendor upon notice of award by County is to submit their agreement and then we proceed from there in establishing/engaging this agreement into place with legal's review/approval. Just like we do in the RFP for the Section 125 Voluntary Products, we request for each awarded carrier to submit their agreement/application document. What do you think or please advise.

Thank you;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

From: "Steve Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Friday, November 6, 2015 2:36:38 PM
Subject: RE: Draft Service Agreement-Voluntary (Post Tax) Emergency Air Ambulance Services

Please call me as I have questions.

From: Evangelina Garcia [<mailto:evangelina.garcia@co.hidalgo.tx.us>]

Sent: Friday, November 06, 2015 1:44 PM

To: Steve Crain

Subject: Draft Service Agreement-Voluntary (Post Tax) Emergency Air Ambulance Services

Mr. Crain;

Attached for your review/approval as to form is a draft contract for an RFP-Voluntary (Post Tax) Emergency Air Ambulance Services project.

Respectfully;

Vangie Y. Garcia, Contract Manager

Hidalgo County Purchasing Department

2812 S. Business Hwy. 281

Edinburg, Texas 78539

Email: evangelina.garcia@co.hidalgo.tx.us

Phone: 956-292-7000-Ext. 4856
