



2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

E-18-036-02-06

Kenneth Bryan Ponce, Chief Administrative Officer, Owner
Hidalgo County Emergency Service Foundation
dba Hidalgo County E.M.S.
1415 W. Owassa Road
Edinburg, Texas 78539

via email: kponce@hidalgocountyeems.org

TERM:
02/19/18-02/18/19

Re: HB Form 1295 Required/Renewal/Extension Notice
C-15-260-01-19-"Emergency Ambulance Service located in Precinct No. 3

Dear Mr. Ponce:

Be advised, that in order to proceed with the with the County's option to extend/renew for an additional **One (1) Year term, under the same rates, terms and conditions** with **Hidalgo County E.M.S.**, for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In **box 3** of **Form 1295**, provide **CONTRACT No. C-18-036-02-06**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.


In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on February 6, 2018**, the signed notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed via fax to (956) 292-7612 or via email to: rocio.villarreal@co.hidalgo.tx.us **by no later than Friday, February 6, 2018**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your "**Updated Certificate of Insurance**" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: rocio.villarreal@co.hidalgo.tx.us by no later than date reflected above.

By: _____

Date: 1-31-18

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/rv
Enclosures

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hidalgo County Emergency Service Foundation
Edinburg, TX United States

Certificate Number:
2018-309067

Date Filed:
02/01/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

c-18-036-02-06
Ambulance Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hidalgo County Emergency Service Foundation	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party.

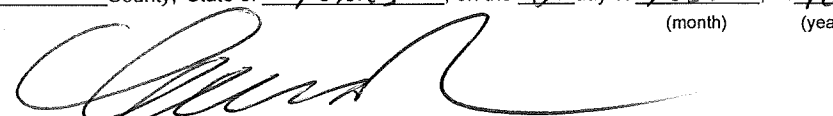
6 UNSWORN DECLARATION

My name is Kenneth B. Ponce, and my date of birth is 12-06-1972

My address is 1415 Owassa Rd. Edinburg TX 78540 Hidalgo
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 2 day of Feb., 20 18.
(month) (year)



CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Hidalgo County Emergency Service Foundation
 Edinburg, TX United States

Certificate Number:
 2018-309067

Date Filed:
 02/01/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 County of Hidalgo

Date Acknowledged:
 02/02/2018

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 c-18-036-02-06
 Ambulance Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hidalgo County Emergency Service Foundation	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

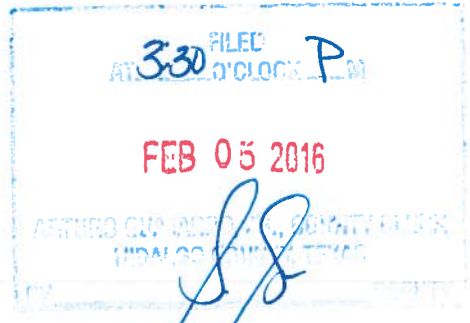
My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §



**EMERGENCY AMBULANCE SERVICE CONTRACT
C-15-260-01-19**

THIS CONTRACT is made and entered into this **19th** day of **January, 2016** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Hidalgo County Emergency Service Foundation d/b/a Hidalgo County E.M.S.**, a Texas Corporation Company ("Company").

WHEREAS, 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 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;

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;

WHEREAS, County has, on January 19, 2016 through its Commissioners Court, awarded a contract to Company to perform the services;

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

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

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 the Services during the term of the this Contract, and shall be obligated to render and provide the Services for the general public in the Service Area in response to calls for the Services 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 the Service Area, a description of such communications center is attached hereto as Exhibit "A" (the "Communications Center").

4. The term of this Contract shall be for a period beginning at 12:01 a.m. **February 19, 2016** and terminate on, **February 18, 2018** 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 contract term, whether by expiration or termination of the term, Company will, if requested in writing by County, continue providing service for a period not to exceed 90 (ninety) days or until new contract for services is approved.

6. County may terminate this Contract upon thirty (30) days written notice at any time with or without cause.

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 held by Company shall contain all equipment required by the Act and the Specifications, and all persons in the employ of Company who provide the emergency medical care in such ambulances shall have the qualifications, skill and expertise to perform such emergency medical services, which shall include but not limited to all permits and/or certificates required by the Act, and such persons 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 services, and with the terms of the specifications.

9. As consideration for rendering the Services 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 the provision of 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 calls that it receives from any source pertaining to the Service Area. Company will represent and verify 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 connected with the provision or failure to provide services under the 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 and that County has no supervision of the performance of the 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. If such default, in the sole opinion of the County, creates or created life threatening condition(s) 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: **Hidalgo County Emergency Service Foundation**
 d/b/a **Hidalgo County E.M.S.**
 Attn: Kenneth B. Ponce, Chief Administrative Officer, Owner
 1415 W. Owassa Road
 Edinburg, Texas 78539

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 Contract 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 Contract.

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 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 requirement of a contract or subcontract, or to any solicitation or proposal therefore pending before any department or 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 Contract, 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 Contract. 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 Contract at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Suppl 1995).

24. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Engineer, and not otherwise.

25. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this **19th** day of **January, 2016**.

*Approved by Commissioner's Court: **January 19, 2016**.*

APPROVED AS TO FORM

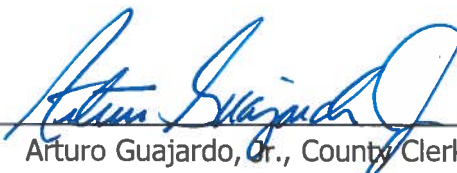
Atlas, Hall & Rodriguez, L.L.P.

By: 
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: 
Ramon Garcia, County Judge

By: 
Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 1/19/16



COMPANY:

Hidalgo County Emergency Foundation
d/b/a **Hidalgo County E.M.S.**

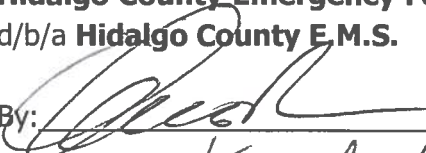
By: 
Printed Name: Kenneth Bone
Title: CFO

EXHIBIT "A"
REQUEST FOR PROPOSAL (RFP) PROCUREMENT PACKET



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

November 2, 2015

Participant's name

Address

City

State, Zip Code

Request for Proposal (RFP)-**Hidalgo County Precinct No. 3-"Emergency Ambulance Services for Unincorporated Areas in Pct 3 (Alton-Palmview-Granjeno)"**
RFP No.: **2015-260-11-18-SMA**

Dear Respondent:

Enclosed please find a Request for Proposal (RFP) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

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

Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet

If any 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/sma
Enclosures



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

REQUEST FOR PROPOSAL (RFP)
TABLE OF CONTENTS

Hidalgo County Precinct No. 3
*"Emergency Ambulance Services for Unincorporated Areas in Pct 3
(Alton-Palmview-Granjeno)"*

RFP No: 2015-260-11-18-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Proposal, LETTER	1
2.	Request for Proposals, LEGAL NOTICE	8
3.	EXHIBIT-A, Requirements/Specifications/Scope of Services	9
4.	EXHIBIT-B, Evaluation Criteria & Form	2
5.	EXHIBIT-C, Insurance Requirements	4
6.	EXHIBIT-D, CIQ Conflict of Interest Questionnaire	1
7.	EXHIBIT-E, Proposer's Affidavit	1
8.	VENDOR/BIDDER APPLICATION AND W-9 FORM	6
9.	CERTIFICATION REGARDING DEBARMENT	1
10.	DRAFT-SERVICE CONTRACT	10

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.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 2, 2015

Date



REQUEST FOR PROPOSALS (RFP)

Hidalgo County Precinct No. 3

***“Emergency Ambulance Services for Unincorporated Areas in Pct 3
(Alton-Palmview-Granjeno)”***

RFP №: 2015-260-11-18-SMA

RFP Due Date: November 18, 2015

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

1. Sealed Proposals will be received for **"Hidalgo County Precinct No. 3-*Emergency Ambulance Services for Unincorporated Areas in Pct 3(Alton-Palmview-Granjeno)*"**, 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 Proposals.
2. **One (1) original, seven (7) copies** of all Proposals are required with the proposers 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: 2015-260-11-18-SMA-"Hidalgo County Precinct No. 3-*Emergency Ambulance Services for Unincorporated Areas in Pct 3(Alton-Palmview-Granjeno)*"** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building, Edinburg, Texas, **on or BEFORE 9:30 A.M., WEDNESDAY, November 18, 2015.**

NO FACSIMILES OR LATE ARRIVALS 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 IN REFERENCE TO PROPOSAL.

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 separate and accept, or eliminate any item(s) listed under this Proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all Proposals submitted and further reserve the right to design the evaluation criteria to be used in selecting the lowest and best Proposal for approval. Receipt of any Proposal shall under no circumstances obligate County to accept the lowest dollar Proposal. The award of this contract shall be made to the responsible offeror whose Proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item 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 respondent, or to reject all Proposals and re-advertise.
5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the Proposal and thoroughly familiarize himself/herself with existing conditions. Respondent 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. Proposed prices are to remain firm for a minimum of ninety (90) days after priced Proposal opening.

8. County reserves the right to accept or reject any or all Proposals.
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. Costs are to be net F.O.B., County Prepaid.
11. 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.
12. 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.

13. DELIVERY INSTRUCTIONS FOR GOODS AND SERVICES (if applicable) :

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
 - a) Name and address of successful respondent
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract number (if any)
 - d) Notation-**Hidalgo County Precinct No. 3-"Emergency Ambulance Services for Unincorporated Areas in Pct 3(Alton-Palmview-Granjeno)"** 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
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Proposal Opening, 9:30 A.M.
Award of Contract:
Commence Service or Products:

November 18, 2015

16. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All Proposers 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 respondent 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.~~

17. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or Proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFP is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

18. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539CHidalgo County Courthouse.

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

19. If, during the life of any contract or Proposal awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective Proposers: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a Proposal, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the Proposal;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
22. Successful respondent 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 respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
23. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
25. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Proposal award. Successful respondent 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 respondent 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 respondent'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 respondent.
26. Successful respondent 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 Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
28. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
29. Proposers shall provide with the Proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the Proposal as none conforming.

Request for Proposals
for
Hidalgo County Precinct No. 3
“Emergency Ambulance Services for Unincorporated Areas in Pct 3(Alton-Palmview-Granjeno)

To: Martha L. Salazar, CPPB, Purchasing Agent
 Hidalgo County Purchasing Department
 Physical Location: 2802 S. Business Hwy. 281
 Postal/ Mailing: 2812 S. Business Hwy. 281
 New Administration Building
 Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned 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.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Respondent 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.

Respondent 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: _____

**PRINTED
NAME:** _____

TITLE: _____

EXHIBIT "A"

Requirements

Hidalgo County Precinct No. 3

***"Emergency Ambulance Services for Unincorporated Areas in Pct 3
(Alton-Palmview-Granjeno)"***

RFP №: 2015-260-11-18-SMA

Hidalgo County is seeking sealed proposals from qualified "Ambulance Service Provider(s)" for "Hidalgo County Precinct No. 3 *"Emergency Ambulance Services for Unincorporated Areas in Pct 3 (Alton-Palmview-Granjeno)"* Hidalgo County Is seeking to enter into an Ambulance Services contract with a certified provider.

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 **9:30 a.m., Wednesday, November 18 , 2015**. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

The Submittal Envelope Must Show:

RFP №: 2015-260-11-18-SMA

Hidalgo County Precinct No. 3

***"Emergency Ambulance Services for Unincorporated Areas in Pct 3
(Alton-Palmview-Granjeno)"***

Deliver submittal to :

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

New Administration Building

2802 So. Business Hwy 281

Edinburg, Texas 78539

NUMBER OF COPIES TO BE SUBMITTED:

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

EXHIBIT "A"
Requirements
Hidalgo County Precinct No. 3
***"Emergency Ambulance Services for Unincorporated Areas in Pct 3
(Alton-Palmview-Granjeno)"***
RFP №: 2015-260-11-18-SMA

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 ARRIVALS 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 №: 2015-260-11-18-SMA "Hidalgo County Precinct No. 3 "Emergency Ambulance Services for Unincorporated Areas in Pct 3(Alton-Palmview-Granjeno)**

RFP QUESTIONS AND ANSWERS:

Written Questions will be accepted via email to sandra.montalvo@co.hidalgo.tx.us, BY NO LATER THAN **Wednesday, November 10, 2015 at 5:00 P.M.** Responses will be sent to all proposers via email by no later than **FRIDAY, November 13, 2015 at 5:00pm.** **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(s) does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

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

EXHIBIT "A"

Requirements

Hidalgo County Precinct No. 3

"Emergency Ambulance Services for Unincorporated Areas in Pct 3 (Alton-Palmview-Granjeno)"

RFP №: 2015-260-11-18-SMA

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.

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.

EXHIBIT "A"

Requirements

Hidalgo County Precinct No. 3

"Emergency Ambulance Services for Unincorporated Areas in Pct 3 (Alton-Palmview-Granjeno)"

RFP №: 2015-260-11-18-SMA

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 of CONTRACT:

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.

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.

EXHIBIT "A"

Requirements

Hidalgo County Precinct No. 3

"Emergency Ambulance Services for Unincorporated Areas in Pct 3 (Alton-Palmview-Granjeno)"

RFP №: 2015-260-11-18-SMA

CONTENTS:

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

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter understands 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 No.3- 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:

Hidalgo County 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:

1. Maintain a state of the art communication center capable of managing EMS calls County Wide.
2. Maintain a valid emergency ambulance provider license for the highest level of care, issued by the Texas Board of Health.
3. Must have two (2) years of experience.
4. 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.

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.

EXHIBIT "A"

Requirements

Hidalgo County Precinct No. 3

"Emergency Ambulance Services for Unincorporated Areas in Pct 3 (Alton-Palmview-Granjeno)"

RFP №: 2015-260-11-18-SMA

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;
 - a) Vehicle Identification Number (VIN)
 - b) Make
 - c) Model
 - d) 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.
- 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

EXHIBIT "A"

Requirements

Hidalgo County Precinct No. 3

"Emergency Ambulance Services for Unincorporated Areas in Pct 3 (Alton-Palmview-Granjeno)"

RFP №: 2015-260-11-18-SMA

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"

Requirements

Hidalgo County Precinct No. 3

"Emergency Ambulance Services for Unincorporated Areas in Pct 3 (Alton-Palmview-Granjeno)"

RFP №: 2015-260-11-18-SMA

- 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 Cities are Alton, Palmview, Granjeno, La Joya, Sullivan City, and Peñitas (Service Area).

OTHER INFORMATION:

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

COMMUNICATION WITH COUNTY EMPLOYEES:

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

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

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

EXHIBIT "A"

Requirements

Hidalgo County Precinct No. 3

***"Emergency Ambulance Services for Unincorporated Areas in Pct 3
(Alton-Palmview-Granjeno)"***

RFP №: 2015-260-11-18-SMA

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.

EXHIBIT-“B”

Evaluation Form & Selection Criteria

Hidalgo County Precinct No. 3

“Emergency Ambulance Services for Unincorporated Areas in Pct 3

(Alton-Palmview-Granjeno)”

RFP NO.: 2015-260-11-18-SMA

Hidalgo County will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. All proposals 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"

Evaluation Form & Selection Criteria

Hidalgo County Precinct No. 3

***"Emergency Ambulance Services for Unincorporated Areas in Pct 3
(Alton-Palmview-Granjeno)"***

RFP NO.: 2015-260-11-18-SMA

Selection Criteria	Maximum Points breakdown	Score
1) ECONOMIC EVALUATION OF THE PROPOSED FEE SCHEDULE	(maximum points 30)	
➤ 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:	TOTAL:	=====
2) RESPONSIVENESS TO THE PREQUEST FOR PROPOSAL	(maximum points-20)	
➤ 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:	TOTAL:	=====
3) PROPOSER'S CAPABILITY TO PROVIDE THE SERVICE REQUESTED	(maximum points-20)	
➤ 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:	TOTAL:	=====
4) PROPOSERS EXPERIENCE/QUALIFICATIONS	(maximum points-20)	
➤ 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:	TOTAL:	=====

TOTAL SCORE:

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"
Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors
& Other Professional Services)

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.

ACORD		CERTIFICATE OF INSURANCE	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	INSURERS AFFORDING COVERAGE:		
	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	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE 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				GENERAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC				PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per 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) \$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY-EA ACCIDENT \$
<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY EA ACC AGG \$	
	GARAGE LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
C	EXCESS LIABILITY				\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E L EACH ACCIDENT \$
					E L DISEASE-EA EMPLOYEE \$
					E L DISEASE-POLICY LIMIT \$
	OTHER				

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.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 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

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"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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).

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.

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.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(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.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & 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.

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?

Yes No

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?

Yes No

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?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

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 any 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 Proposer/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 e-mail: purchasing@co.hidalgo.tx.us

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



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 _____

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: _____

In the cases below, the following person must give 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:

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

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

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

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.

Abuse 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. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that 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
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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. 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 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 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, apply for a TIN and 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 U.S. 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 items 1, 4, or 5 below 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 code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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 made in settlement of payment card and third party network transactions, 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.

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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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.

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. 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit irs.gov to learn more about identity theft and how to reduce your risk.

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. commonwealths and 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 indicted 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 certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
PROPOSED FEE /
BEST AND FINAL OFFER (BAFO) including
BACKUP SERVICE

Hidalgo County Emergency Service Foundation
dba Hidalgo County EMS

Hidalgo County Precinct #3 Ambulance Service Proposal

Date: November 18, 2015

RFP #2015-260-11-18-SMA

County of Hidalgo, TX

November 18, 2015

County Judge, Ramon Garcia
Precinct 1, Commissioner, A.C. Cuellar
Precinct 2, Commissioner, Eduardo "Eddie" Cantu
Precinct 3, Commissioner, Joe M. Flores
Precinct 4, Commissioner, Joseph Palacios

County of Hidalgo
100 E. Cano St
Edinburg, TX 78539
Office: (956) 318-2600
Fax: (956) 318-2699

Re: County of Hidalgo Ambulance Services Precinct #3 Transmittal Letter

Distinguished County Judge and County Commissioners Court:

Thank you for the opportunity to present our ambulance service to you and your community. The enclosed is our offer for the submission of proposals. Enclosed is a brief description of our services along with contact information for local 911 Emergency ambulance references out of County of Jim Wells, County of Kleberg, and the County of Brooks.

We would love the opportunity to become a part of your community. We pride ourselves in the Paramedic level of care and customer service we provide. This proposal will show that we are capable of providing EMS service to the citizens of the County of Hidalgo, Unincorporated Areas of Precinct #3.

We will provide six (6) dedicated ambulances; three (3) Mobile Intensive Care Units (MICU), and three (3) Advanced Life Support (ALS), ambulances for Precinct #3 of Hidalgo County for \$0.00 per year.

All contracts submitted are negotiated and executed by Kenneth Bryan Ponce. Please review the attached documents and contact me at your earliest convenience with any questions you may have.

Sincerely,



Kenneth Bryan Ponce, EMT-Paramedic, Founder
Chief Administration Officer
Hidalgo County Emergency Service Foundation
dba South Texas Air Med / dba Hidalgo County EMS
KPonce@HidalgoCountyEMS.org
C. (956) 227-1092



Hidalgo County Emergency Services Foundation
1415 W. Owassa Road – Edinburg, Texas 78539
Phone: 956-686-5353 – Fax: 956-683-9136



Proposed EMS Charges Hidalgo County EMS

Description	Current Price	Suggested Price
NSPORT / MILEAGE		
BLS N-Emergency Trans		850.00
ALS1 Emergency Trans		1,200.00
ALS N-EmergencyTrans		850.00
ALS2 Transport		1,400.00
Specialty Care Transport		1,600.00
Mileage		25.00
Air Ambulance Fixed Wing		8,000.00
Air Mileage		80.00
911Aid Call Wait Time		50.00
ROUTINE SUPPLIES		
Pulse Oxymetry		85.00
Non-Sterile Gloves (pair)		7.00
OXYGEN / AIRWAY		
Oxygen		115.50
Oxygen Mask/Nasal Cann		50.00
Non-rebreather Mask		45.00
Nebulizer		28.50
BVM		50.00
Endotracheal Tube		28.00
Orbitube		105.00
ETCO2 Detector		13.00
Suctioning		275.00
Intubation		305.00
Airway Maintenance		275.00
CPAP Airway Press Vent		350.00
CPAP Circuit		120.00
OTHER SPECIALIZED		
Chest Decompression		275.00
CPR		305.00
Defib / Cardioversion		225.00
Extra Attendant - CPR		75.00
Extra Attend-Ventilation		75.00
Chest Decompression Kit		50.00
Rapid Sequence Induction		275.00
IV THERAPY		
IV Therapy		105.00
IV Normal Saline 500ml		20.00
IV Normal Saline 1000ml		35.00
Start Kit		49.50
Venigard		6.00
Drip Set		83.00
Infusion Set		15.00
Blood Y-Tubing		24.00
14-24 Gauge Catheter		190.00
Huber Needle		40.00
Intraosseous Needle		42.00
Syringe 1cc - 10cc		11.00

Description	Current Price	Suggested Price
CARDIAC MONITORING		
EKG Monitoring W/ Interp.		250.00
EKG Electrodes (pkg)		25.00
Defibrillation		225.00
Misc. EKG Supplies		5.00
IMMOBILIZATION		
Spinal Immobilization		150.00
Backboard		60.00
Cervical Collar		47.00
Head Blocks		27.00
Splints		60.00
Traction Splint		60.00
K.E.D.		118.00
Immobilization Procedure		150.00
Extrication		150.00
CPR Head Bed		15.00
Pelvic Sling		75.00
Spider Webbing		15.00
Pedi-Mate		75.00
BLEEDING CONTROL / DRESSING		
Bleeding Control Proc.		125.00
Trauma Dressing		15.00
Burn Sheet		30.00
Occlusive Dressing		15.00
BLOOD SUGAR READING		
Glucose Monitor		39.60
Glucose Lancets		1.50
Glucose Stix		8.00
Glucose Bandage		1.00

Description	Current Price	Suggested Price
PHARMACEUTICALS		
Adenosine 3 mg/ml 2 ml		178.50
Albuterol 0.083% 3 ml		30.00
Asprin 81 mg/tablet		4.00
Atropine 1 mg 10 ml		66.50
Atrovent 0.5 mg/2.5 ml		17.00
Benadryl 50 mg/ml 1ml		20.00
Dextrose 50% 50ml		41.00
Epi-Injector - Adult Dose		96.00
Epi-Injector - Pedi Dose		96.00
Epinphrine 1:1,000 1ml		31.00
Epinphrine 1:10,000 1ml		35.00
Furosemide 40mg 4ml		22.00
Lactated Ringers 1000ml		84.00
Lidocaine 100mg 5ml		19.00
Lidocaine Prel-mix 0.4% ml		72.00
Morphine Sulfate		17.00
Naloxone 1 mg/ml 2mg		102.00
Nitroglycerin Tab/Spray		18.00
Oral Glucose		19.00
Sodium Bicarbonate		31.00
Vallium		12.00
INFECTON CONTROL		
Mask with Shield		20.00
Isolation Kit/Gown/Cap		49.00
Goggles		25.00
Biohazard Bag		8.00
MISCELLANEOUS		
O.B. Kit		73.00
Cold Pack		10.00
Hot Pack		10.00
Sterile Water		10.00
Emesis Bag/Basin		9.00
Decontamination of Unit		35.00
Emergency Communication Fee		150.00

Subject: Fw: Negotiation "Hidalgo County Precinct No. 3 Emergency Ambulance Services for Unincorporated Areas in Pct 3- RFP No. 2015-260-11-18-SMA"
 From: Jose Gomez (jagomez@hidalgocountyems.org)
 To: davidds@hidalgocountyems.org
 Date: Thursday, January 14, 2016 7:06 AM

Sent from Yahoo Mail on Android

On Wed, Jan 13, 2016 at 16:29, Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us> wrote:

Good afternoon Mr. Gomez,

Pursuant to action taken by Hidalgo County Commissioner's Court on Tuesday, January 5, 2016, please be advised that you have been selected (ranked #1) to enter into negotiations with County of Hidalgo for the above-referenced project.

Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the proposed scope of work and services for the mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 a.m. on Thursday, January 14, 2016.

Best and final offer of the proposed contract rate of \$ 0

Back-Up EMS provider: Fire EMS, LLC
950-316-3473
Contact: Phillip Winger

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email to sandra.montalvo@co.hidalgo.tx.us.

Signed: 

Title: CAO

Print Name: Kenneth Ponce

Respectfully,

Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department



Hidalgo County Emergency Service Foundation
dba Hidalgo County EMS
1415 W. Owassa Road
Edinburg, TX 78539



January 14, 2016

Sandra Montalvo, Buyer II
2812 S. Business Hwy 281
Edinburg, TX 78539

RE: Back-up Emergency Ambulance Provider

This letter is to inform you that **Fire EMS, LLC**, will be our primary back-up provider in case Hidalgo County EMS is unable to perform or fulfill their contract. We will be providing their insurance and copy of their state license information as County of Hidalgo as the Certificate of Insured. Should you have any questions feel free to contact me at 956-227-1092.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth B. Ponce".

Kenneth B. Ponce, EMT-P
Chief Administration Officer

EXHIBIT "C"
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/02/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078	CONTACT NAME: GREG KLEMENT	
	PHONE (A/C, No, Ext): (972) 562-7455	FAX (A/C, No): (972) 562-7129
	E-MAIL ADDRESS: GREG@KLEMENTAGENCY.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED HIDALGO COUNTY EMS, INC. P.O. BOX 2533 Edinburg TX 78540-	INSURER A: SCOTTSDALE INSURANCE	
	INSURER B: CERTAIN UNDERWRITERS LLOYDS	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL 1M/3M GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	x	X	MEO1036574-16	01/27/2016	01/27/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	x	X	CAS0100790	03/13/2015	03/13/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
HIDALGO COUNTY IS LISTED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY

CERTIFICATE HOLDER	CANCELLATION	AI 104136
HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 S BUSINESS HWY 281 EDINBURG TX 78539-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE	

Fax: () -

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SUMMARY OF INSURANCE: VEHICLE INFORMATION

DATE 01/13/2016

PRODUCER THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078 (972) 562-7455		APPLICANT NAME AND MAILING ADDRESS HIDALGO COUNTY EMERGENCY SERVICE FOUNDATION DBA HIDALGO COUNTY EMS P.O. BOX 2533 EDINBURG TX 78541- (956)686-1224		CLIENT ID 38
POLICY MEO1036574-15		01/27/2015 to 01/27/2016		

YEAR	MAKE AND MODEL	VEHICLE IDENTIFICATION NUMBER	CLASS	ACTUAL CASH VALUE
2010	CHEVY DURAMAX 2500	1GB62B6XA1123467	833	
2007	CHEVY 3500	1GBH6396871235116	831	
2011	FORD AMBULANCE	1FDSS3ELODB09041	824	
2011	FORD AMBULANCE	1FDSS3EL2BDB09042	825	
2009	FORD E350	1FDXE45P69DA79561	840	
2008	FORD E350	1FDWE35P78DA35914	871	
2008	FORD F450 AMBULANCE	1FDXE45P58DB01239	849	
2003	FORD E350	1FDXE45F83HB83654	815	
2007	FORD E450	1FDXE45P37DA01218	829	
2014	FORD F-350	1FDRF3GT0EEB27506	810	
2014	FORD E350	1FDWE3FSOEDA45750	823	
2008	CHEVY 3500	1GBHG396681132889	836	
2008	FORD E350	1FDWE35PX8DB34906	835	
1997	FORD AMBULANCE	1FDJE30F7VHB56018	806	
2005	FORD E350	1FDWF36P76EA60654	875	
2006	FORD E350 VAN	1FTNS24W86DA32190	809WC	
2010	FORD E350	1FTNS2EW2BDA04362	813WC	
2010	FORD AMBULANCE	1FTNS2EW3BDA02166	814WC	
2006	FORD E450	1FDXE45P76DB10411	865	
2007	CHEVY 3500	1GBJG316071252361	847	
2009	Ford E250	1FTNE24W69DA26772	811WC	
2009	Ford E250	1FTNE24W89DA26773	812WC	
2012	FORD F350	1FDRF3GT0CEB81465	895	
2010	CHEVY AMBULANCE	1GB9G5B6XA1108935	857	
2015	FORD AMBULANCE	1FDRF3GT1FEC37658	880	
2012	FORD F350	1FDRF3GT0CEC98690	860	
2014	FORD E350	1FDWE3FS1EDA40430	822	
2014	FORD E350	1FDWE3FS3EDA40431	821	
2013	Ford F-350	1FDRF3GT4DEB58580	850	
2005	Ford Ambulance	1FDWF36P45EC89596	820	
2006	Ford F350	1FDWF36P46EC86926	870	
2002	FORD F350	1FDSE35F52HA50398	807	
2006	FORD F350	1FDWF36P46EB50439	885	
2009	CHEVY G3500	1GBKG316391100128	837	
2011	FORD VAN	1FDSS3EL2BDA40563	805	
2009	FORD E250	1FDWE35P89DA83570	855	

THIS DOCUMENT OUTLINES THE GENERAL COVERAGES PRESENTED AND IN NO WAY CHANGES OR AFFECTS THE INSURANCE UNDER ANY POLICY ACTUALLY ISSUED. ALL PROTECTION IS SUBJECT TO ACTUAL POLICY CONDITIONS AND EXCLUSIONS.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: DAVID SALAZAR	
SILVERHORN INSURANCE AGENCY, LLC		PHONE (A/C, No, Ext): 956-383-3332	FAX (A/C, No): 956-720-0257
4301 N McColI Rd		E-MAIL ADDRESS: DAVID@SILVERHORNINSURANCE.COM	
McAllen TX 78504		INSURER(S) AFFORDING COVERAGE	
INSURED		INSURER A: TEXAS MUTUAL INSURANCE COMPANY	
HIDALGO COUNTY EMERGENCY SERVICE FOUNDATION		INSURER B:	
DBA HIDALGO E.M.S.		INSURER C:	
PO BOX 4550		INSURER D:	
EDINBURG, TX 78540		INSURER E:	
		INSURER F:	
		NAIC #	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
								\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	TSF-0001278999	11/18/2015	11/17/2016	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
							E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

HIDALGO COUNTY ATT: PURCHASING DEPT 2812 S HIGHWAY BUS 281 EDINBURG TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>David D Salazar Jr</i>
--	--

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Hidalgo County Emergency Service Foundation
 Edinburg, TX United States

Certificate Number:
 2016-7121

Date Filed:
 01/29/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 County of Hidalgo

Date Acknowledged:
 01/29/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
 C-16-048-02-03
 Ambulance Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ponce, Kenneth	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-7121

Date Filed:
01/29/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hidalgo County Emergency Service Foundation
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

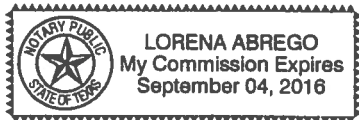
C-16-048-02-03
Ambulance Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ponce, Kenneth	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kenneth Ponce, this the 29 day of January 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature]

Signature of officer administering oath

Lorena Abrego

Printed name of officer administering oath

Notary Public

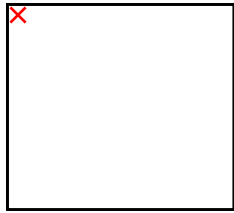
Title of officer administering oath

SPECIAL MEETING - January 19, 2016

BE IT REMEMBERED, that on this 19th day of January A.D., 2016, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
January 19, 2016
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

All members of the court were in attendance.

2. **Pledge of Allegiance**

Judge Garcia led the Pledge of Allegiance.

3. **Prayer**

Virginia Townsend led the courtroom in Prayer.

4. **Approval of Consent Agenda**

Commissioner Palacios stepped away from the meeting.

The court moved to approve the Consent Agenda for the exception of Items. 4.E. and 9.G. to be pulled for discussion.

5. **Open Forum**

Bobby Villarreal announced that Trayon D. Lewis, Chairman of the Texas Transportation Commission, will be coming to the Valley from February 14 to 16. Mr. Villarreal also mentioned the approval of the new interstate going from Laredo to Corpus Christi. Essentially the interstate will give 73 miles from Freer, TX to Robstown, TX.

Virginia Townsend questioned the role and duties by economic development department. She also suggested implementing the step and grade plan for county employees.

Fern McClaugherty presented images of damage roads from Trenton Road to Tower Road. She also presented pictures of potholes from Old

3. AI-52711 1115 Waiver DSRIP (1100):
a. Approval to undesignate the amount of \$1,228,950.24 in the year 2016 for expenditures related to the 1115 Waiver Program.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

- b. Approval of 2016 appropriation of funds in the amount of \$1,228,950.24 to fund program expenditures.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

4. AI-52879 CO2009BC-Pct 4 (1341):
Approval of 2015 appropriation of funds from the CO2009BC unreserved fund balance for Pct 4 in the amount of \$600,000.00.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

20.

Purchasing Department:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Pct. 1

1. AI-52934 (A) Acceptance and approval of an Interlocal Agreement between County of Hidalgo and City of Donna for the provision of joint efforts for the reconstruction of Mile 10 North from FM 493 East to Victoria Road; and

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval subject to House Bill 1295.

Vote: 5 - 0 - Unanimously

C.

Pct. 3

1. AI-53025 A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval subject to House Bill 1295.

Vote: 5 - 0 - Unanimously

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional surveying services for "Penitas Landfill" in Precinct No. 3

	FULCRUM CONSULTING SERVICES	RIO DELTA ENGINEERING	HINOJOSA ENGINEERING, INC.
SCORE	88	90	95
RANKING	3	2	1

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval subject to House Bill 1295.

Vote: 5 - 0 - Unanimously

Commissioner Flores stepped away from the meeting.

C. Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm of Hinojosa Engineering, Inc. for professional surveying services for "Penitas Landfill" in Precinct No. 3

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval subject to House Bill 1295.

Vote: 4 - 0 - Unanimously

2. **AI-53000** Requesting approval of the final negotiated agreement# **C-16-260-01-19** with **Hidalgo County Emergency Service Foundation d/b/a Hidalgo County E.M.S** for the purposes of: **“Emergency Ambulance Services for Unincorporated Areas”** within **Hidalgo County Precinct No. 3,** (effective, **02/19/16** for a period of two (2) years) subject to **compliance with HB23 and/or HB1295 [when and/or if applicable].**

APPROVED

On motion by **COMMISSIONER PCT. 4, JOSEPH PALACIOS,** seconded by **COMMISSIONER PCT. 1, A.C. CUELLAR, JR.,** the Court made a **UNANIMOUS** vote of approval subject to House Bill 1295.

Vote: 4 - 0 - Unanimously

D. Colonia Access Program Pct. 1

- 1. **AI-52804** Acceptance and approval of the following action items for project #C-CAP-15-332-12-01 titled Tijerina Estates Subdivision with a contract between Hidalgo County and 2GS, LLC as submitted through project engineer, Raul Sesin, P.E.:

A. Final construction contract (CC awarded 12-01-15) in the amount of \$197,079.75;

On motion by **COMMISSIONER PCT. 1, A.C. CUELLAR, JR.,** seconded by **COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU** the Court made a **UNANIMOUS** vote of approval subject to House Bill 1295.

Vote: 4 - 0 - Unanimously

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee Armando Garza, Jr. [unless otherwise announced] to execute change orders that involve ...'an increase or decrease in cost of \$50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

Designee to be: Raul Lozano

On motion by **COMMISSIONER PCT. 1, A.C. CUELLAR, JR.,** seconded by **COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU** the Court made a **UNANIMOUS** vote of approval subject to House Bill 1295.

Vote: 4 - 0 - Unanimously

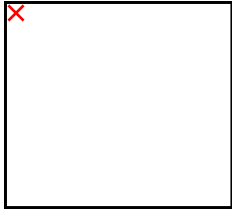
E. Sheriff's Office

SPECIAL MEETING - January 26, 2016

BE IT REMEMBERED, that on this 26th day of January A.D., 2016, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



AGENDA
CC REGULAR CONSENT
COMMISSIONERS' COURT
January 26, 2016
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

1. AI-53120 **Approval of check register and payment of claims and bills -**
(Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2016 Intradepartmental transfers:**
 - A. AI-53089 2016 - Pct 3 Sanitation (1100)
 - B. AI-53069 2016 - Constable Precinct 4 (1100)
 - C. AI-53087 2016 - Pct 2 Rd Maint (1200)
 - D. AI-53076 2016 - Executive Office (1100)
 - E. AI-53052 2016 - Hidalgo County Sheriff's Office (1100)

- F. AI-53047 2016 - Planning Dept. (1100)
- G. AI-53045 2016 - Veterans Department (1100)
- H. AI-53043 2016 - Public Defender's (1100)
- I. AI-53039 2016 - Human Services (1100)
- J. AI-53037 2016 - 449th District Court (1100)
- K. AI-53028 2016 - Health Benefits / Admin (2201)

3. **2016 Interdepartmental transfers:**

- A. AI-53084 Pct 2 ICA SJ Sioux Road Project (1200):
Approval of 2016 interdepartmental transfer from Pct 2 Rd Maint to Pct 2 ICA SJ Sioux(I Rd -Cesar Chavez) Rd Prj in the amount of \$21,945.81.
- B. AI-53042 Pct 4-Doolittle Recovery Project (1100):
Approval of 2016 interdepartmental transfer from Pct 4 Sanitation (program 001) to Pct 4 Doolittle Recovery Project (program 162) in the amount of \$163,138.00 for anticipated operating expenditures.
- C. AI-53081 Pct. #4:
Approval of 2016 interdepartmental transfer from Rd. Maint (program 007) to Curry Road (program 160) in the amount of \$7,788.10.

4. **Purchasing Dept- Notes:**

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

- A. AI-53014 Commissioner Pct 4
Requesting authority to purchase a 12-Month, renewal Copier Service - Scan Agreement from Copy Graphics Inc. through a Purchase Order with company's response as acceptance of Purchase and not an Executed Agreement. Purchase to be through Requisition# 289406 at a cost of \$460.00 for (1) one Ricoh Copier Model AF-2020; effective Agreement dates will be from 1/26/16 through 1/25/17.

- B. AI-52993 Tax Office
Requesting authority to purchase a (3) three year Fax Service Agreement from Copy Graphics Inc. through a Purchase Order with company's response as acceptance of Purchase and not an Executed Agreement. Purchase to be through Requisition# 289579 at a cost of \$125.00/ machine - per year for (2) two Panasonic Fax Machines Model UF-585; effective Agreement dates will be from 1/23/16 through 1/22/19.

- C. AI-53057 Requesting approval of a **"Clarification/Correction"** to **(AI-53000-CC 01/19/16)** to awarded contract with **Hidalgo County Emergency Service Foundation d/b/a Hidalgo County E.M.S.**, reflecting **incorrect** Contract #C-15-260-01-19 to reflect **the correct Contract #C-15-260-01-19** for the purposes of: **"Ambulance Services for Unincorporated Areas"** within **Hidalgo County Precinct No. 3.**

APPROVED