

EXHIBIT "A"
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"Contractor to Provide Turnkey Autopsy and Related Services"

RFQ Number: 2021-184-00-00-YZV

(NIGP-CODES: 952-09-Autopsy/Coroner Services;
961-40: Forensic Services)

The County of Hidalgo is seeking to engage the Services of a State Registered "Texas" Physician/Contractor to provide "**Turnkey Autopsy and Related Services**" for **Hidalgo County on an "As needed basis"** as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, Month 00, 2021. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFQ Number: 2021-184-00-00-YZV
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB/Purchasing Agent, at 2812 S. Business Hwy 281 (New Administration Bldg.), Edinburg, Texas 78539. **WRITTEN QUESTIONS OR PROTESTS REGARDING REQUIREMENTS OR REQUESTES FOR QUALIFICATIONS WILL BE ACCEPTED VIA EMAIL TO: volanda.velasquez@co.hidalgo.tx.us NO LATER THAN** Tuesday, Month 00, 2021. Responses will be sent to all applicants via Email by Thursday, Month 00, 2021. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent had not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee, or applicant for employment, because of race, religion, color, national origin, sex, age, disability or any other protected class under law (except as allowed in the case of bona fide occupational qualifications). By submitting a response to this Request, Submitter certifies that it will conform to the provisions of the federal Civil Rights Act of 1964, as amended and related state and federal law.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment and will be subject to the Texas Prompt Payment Act.

ELECTRONIC TRANSMISSION OF RFQS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions (except as otherwise indicated).

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 specifications. Hidalgo County will make the final determination as to the vendor'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 vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous. Any such protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department via email to yolanda.velasquez@co.hidalgo.tx.us NOT LESS THAN seventy-two hours prior to the date/time set for the opening (*see* Legal Notice).

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering qualifications, to have a Purchasing Department representative time date and stamp and initial the sealed envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

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

TERM. Initial term of contract will commence upon award and execution of contract for a two (2) year term with the County's sole option to renew for an additional one (1) year term under the same fees/rates, terms and conditions.

TERMINATION. Hidalgo County reserves the right to terminate this agreement by giving the contracted party sixty (60) days written notice of cancellation or until a new physician has been contracted whichever comes first.

COST: All costs and expenses associated with the preparation and submission for (bid, proposal, qualifications and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed on onto Hidalgo County.

APPLICABLE LAW: The interpretation and enforcement of this agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

Project Description, Overview & Options:

The County of Hidalgo is seeking to engage the Services of a State Registered "Texas" Physician/Contractor to provide Turnkey Autopsy and Related Services for the County on an as needed basis at the Hidalgo County morgue facility and/or other designated facility.

****Note: The County of Hidalgo reserves the right to establish and maintain the office of medical examiner. Upon the establishment of the office of medical examiner during any term of this Agreement, Contractor shall be considered for appointment by the Commissioners Court. This agreement shall be terminated upon the appointment a medical examiner, the completion of the office of medical examiner staffing and equipment, and the establishment of salaries and compensation of the medical examiner and staff.***

SECTION II RFQ REQUIREMENTS:

Request For Qualifications: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original, one(1) copy and two (2) USB's of Response in PDF Format** of the RFQ shall be submitted to the address on the cover letter.

Project Overview:

Chapter 49 of the Code of Criminal Procedure applies to the inquest into a death occurring in a county that does not have a medical examiner's office or that is not part of a medical examiner's district. Therefore, in order to comply with an order by a Justice of the Peace that an autopsy is necessary as a result of an inquest, the need exists and it is the intention of Hidalgo County to contract the services of a Contractor. The County of Hidalgo will receive Statements of Qualifications from interested Physicians for the provision of "Turnkey Autopsy and Related Services" on an "As Needed Basis". Hidalgo County has over the last three (3) years, averaged two hundred (200) to three hundred (300) or more autopsies per year (no annual volume is implied or guaranteed). Partial

autopsies and other related services have also been performed as well as reporting and court testimony.

Scope of Services:

Hidalgo County, as stated previously herein, is seeking interested and qualified Physicians to submit Statements of Qualifications to provide "Turnkey Autopsy and Related Services" on an "As Needed Basis."

The following is a general description of, but not limited to, the services required for the project described in the project overview:

1. Physician contracted will be expected to perform all the components necessary, including but not limited to those listed below to provide and render the services required by Hidalgo County. Services will be performed at the County Morgue facility or as designated by the County. Fees will remain the same regardless of location. All morgue expenses will be the responsibility of the County unless otherwise indicated or agreed.

A. Medical related services include, but are not limited to:

- A post mortem examination of the body of a person, including x-rays and an examination of the internal organs and structures after dissection, to determine the cause of death or the nature of any pathological changes that may have contributed to the death and includes removing a sample of body fluids, tissue or organs in order to determine the nature and cause of death even when a complete post mortem examination of the body is not done and chemical tests of body fluids; and
- partial post mortem examinations, external examinations, examinations of embalmed bodies and exhumed bodies, non-human skeletal remains, body part identification, unknown tissue analysis;
- Chart review;
- Histology and Microbiology, Toxicology, Urine Drug screenings, Sexual Assault Kits testing;
- Laboratory analysis;
- DNA analysis – sending sample to designated laboratory;
- Expert Consultation;
- Physical evidence and ballistics;
- X-Rays. *X-rays are performed on every gunshot wound case, stab wound case, skeletonized case (looking for bullets etc), decomposed body, airplane crash victims and infant/small children (to identify fractures). X-Rays are performed at the County facility using County equipment or as designated by County.*

B. Non-medical related services include, but are not limited to:

- Testifying, when necessary, in all criminal proceedings as required by subpoena including but not limited to inquest/inquest hearings and; the submission of a written report including but not limited to all findings from a complete autopsy and accompanied by all laboratory results are to be submitted to the Hidalgo County District Attorney's Office two (2) weeks after autopsy has been completed, or earlier;
 - *Any testimony needed for homicide cases will be at no charge while under contract.*
 - The cost to provide testimony or review material at the request of Hidalgo County on cases other than homicides or homicides which were not autopsied by the awarded medical examiner will be billed to the County at an hourly rate inclusive of preparation, travel, and testimony.*
 - Writing Reports and other related materials;
 - Preparation of prints and photographs;
 - Locum tenens Contractor as needed (vacation and conference coverage).
2. The County intends on providing items necessary for performing services; however, if it become necessary, the Physician contracted should be able to provide/obtain all equipment and all supplies necessary to perform the autopsies and other services including but not limited to the following:
- a. Tissue containers (at contracted facility only);
 - b. Counter top digital scale (for infants);
 - c. Formalin (at contracted facility only);
 - d. Camera, digital;
 - e. Large glass measuring cup;
 - f. Ladle (small stainless steel-1 prefer plastic);
 - g. Tea strainer;
 - h. Colander;
 - i. Autopsy knives (do not need disposable);
 - j. Rib Cutters;
 - k. Mayo dissecting scissors;
 - l. Autopsy Saws;
 - m. Short scissors;
 - n. Forceps (3 toothed okay)
 - o. Microscope;
 - p. Histology Laboratory (reference);
 - q. Toxicology Laboratory (reference);
 - r. X-ray portable and processor (with mobile imaging at first);
3. For reference only, applicable services include, but are not limited to, those found in Exhibit B – Contractor Fee Proposal of the proposed agreement between Contractor and County. Please note: SUBMITTERS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THEIR SUBMITTAL TO THIS REQUEST FOR QUALIFICATION.

4. The County intends to contract with an accredited laboratory(ies) to perform a forensic analysis for the purposes of introducing physical evidence for use in a criminal proceeding, If the County is unable to do so, Physician will be required to contract with a laboratory that is accredited according to rules set forth by Department of Public Safety to perform these services, and will be responsible for any laboratory fees.
5. An autopsy, as ordered by a Justice of the Peace and directed by the appropriate County officials, must be completed within twenty-four (24) hours of said order. Contractor must be available to provide the services requested twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
6. Twenty-Four (24) Hours of notification of proper official: Physician is responsible to have a qualified physician to render said services in his absences which exceed twenty-four (24) hours and shall submit the name of the qualified Contractor that will provide the services requested within the specified time limit. Contractor will be on call 24/7. While this Agreement is in effect, the parties intend that the Contractor shall be the exclusive source of performing the Services for the County. However, the County may allow another Contractor to perform the Services in the event the Contractor's absence or if circumstances require the services of additional Contractor(s).
7. Turnkey Service; Medical/Assistance Staff and Autopsy Facility: The County shall provide Autopsy Technicians to assist with Services. If Contractor (Physician) engages the services of any other medical assistants to render autopsies or other staff, it will be at no additional expense or liability to the County of Hidalgo. Contractor (Physician) shall have access to an Autopsy Facility within Hidalgo County as designated by the County.
8. The Contractor shall provide his/her own telephone and pager numbers or other relevant contact information to the appropriate County officials.
9. Hidalgo County at its discretion shall transport or contract with a third party vendor to transport dead bodies to and from the County facility.
10. Hidalgo County reserves the right to confirm/verify any and all documentation submitted not limited to (Curriculum Vitae, Licenses, Certifications, Letter of "Good Standing" from Medical Examiners Board, Professional Liability Insurance).
11. The Contractor shall provide insurance coverage at all times during the term of the contract. The Contractor shall carry professional liability insurance in the amounts of \$100,000.00/300,000.00 at the Contractor's expense and will provide general liability insurance covering Contractor's activities in providing services for the County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et. Seq., Texas Civil Practice and Remedies Code.

12. Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules, regulations and all currently accepted and approved methods and practices of the professional specialty of forensic pathology.
13. All salaries, wages, taxes, insurance, worker's compensation insurance and other expenses and benefits incidental to the employment of physicians, non-physicians or other personnel by the Contractor will be the responsibility and obligation of the Contractor.
14. Contractor will incur no financial obligation on behalf of the County without prior written approval of the County. Contractor will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.
15. County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractor's partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against the County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.
16. Contractor, at all times will act as an Independent Contractor providing the Services and will not act or hold herself/himself out to third parties as an employee or agent of County.
17. Contractor shall assist the County with Contractor keeping, or cause to be kept, and/or transmit in an adequate and secure filing system, accurate and complete records of services performed in conjunction with all applicable confidentiality laws, regulations and County policy.
18. Contractor has not practiced medicine in any state in which her license has ever been suspended or revoked.
19. Contractor has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local medical society or specialty board.
20. There has never been entered against Contractor a final judgment in a malpractice action having an aggregate award to the plaintiff in excess of \$100,000.00.
21. No action based on an allegation of malpractice by Contractor has ever been settled by payment to the plaintiff of an aggregate amount in excess of \$10,000.00.

22. Contractor has never been denied membership or re-appointment of membership on the medical staff of any hospital, and no hospital medical staff membership or clinical privileges of Contractor have ever been suspended, curtailed, or revoked.
23. Contractor will be allotted an office area at the Autopsy Facility and have reasonable access to County office equipment on site at the Autopsy Facility for purposes of providing services.

Qualifications of the Contractor:

A. Education-Forensic Science:

The minimal qualifications of an expert Contractor include the following:

1. College and medical school (generally eight years); graduation as a Doctor of Medicine from an accredited medical school, with specific training and/or experience in pathology, toxicology, histology and other medical-legal sciences, or any equivalent combination of experience and training which provides the required knowledge, skills and abilities;
2. Residency in pathology (four years);
3. Board eligible or certified in Anatomic and Forensic Pathology and/or American Board of Pathology;
4. Licensed to practice medicine in Texas.

B. Additional Educational Requirements (Foreign Medical Student):

In order to be licensed to practice medicine in the United States, foreign medical graduates are required to fulfill certain additional prerequisites including:

1. Graduation from a foreign medical school recognized by the Educational Committee for Foreign Medical Graduates (ECFMG);
2. Submission of educational credentials including a detailed list of grades to the ECFMG;
3. Passing an English and Professional examination given by the ECFMG (the passing grade being 75% or more).

The Educational Committee for Foreign Medical Graduates is a nonprofit organization sponsored by the American Board of Medical Specialties, American Hospital Association, Association of Medical Colleges, American Medical Association, American Medical Association for Hospital Medical Education, Federation of State Medical Boards of the United States, and the National Medical Association.

C. Certification(s):

A residency in general pathology is a prerequisite for a residency in forensic pathology. Various combinations of pathology and forensic pathology residency are acceptable in acquiring eligibility for the American Board of Pathology Certification examinations. All acceptable residencies must be taken in programs conducted by institutions specifically approved for this purpose by the American Specialty Boards. There are several hundred approved training programs in anatomic and clinical pathology in various hospitals throughout the country, but only about thirty (30) approved programs in forensic pathology. The approved programs may consist of:

1. Four years in anatomic pathology and one year in forensic pathology; eligibility for certification in anatomic and forensic pathology: (preferred)
2. Two years in anatomic pathology and two years in forensic pathology; eligibility for certification in anatomic and forensic pathology. (minimum)

D. Forensic Professional Associations

Membership and official positions in various forensic organizations. Some major American medio-legal associations are:

- The American Academy of Forensic Science (membership limited to individuals actively involved in forensic sciences including pathology, toxicology, odontology, anthropology, psychiatry, criminalistics, and questioned documents);
- The American College of Legal Medicine (full fellowship is granted only associate membership);
- The National Association of Medical Examiners (criteria or admission are similar to those of the AAFS).

Contractor will be expected to attend conferences and meetings at Contractor's own expense, provided such attendance does not impair Contractor's performance or obligations.

Contractor shall use best and most diligent efforts and professional skills and shall render care in accordance with and in a manner consistent with the highest standards of the specialty of forensic pathology and that all conduct shall be in a manner consistent with the principles of medical ethics and of the American Medical Association.

Contents:

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

A. Complete and current "Curriculum Vitae" to include:

1. Education
2. Qualifications

3. Copy of current license to practice in Texas
4. Copy of professional liability insurance with limits (see minimum limits on all insurance required by Hidalgo County described in Exhibit "C" included in this packet)

B. Expertise:

1. List all memberships in professional organizations and board certifications currently held
2. Letter of "Good Standing" from Medical Examiners Board

C. Experience:

1. Professional history
2. Prior or current contracts of similar nature
3. Give references/tenure either expiration of contract or termination. Any references that you might provide, please include contact name and phone numbers.

D. Understanding of the Scope of Services Required

1. Your response to the RFQ (Request for Qualifications) should describe your understanding of the scope of services listed herein and a brief narrative of the methodology and approach to rendering the services required, including access to an Autopsy Facility in Hidalgo County.
2. Statement of commitment to adhere to the terms, conditions and requirements as described herein.

*****PROPOSERS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq.*****

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFQ shall be submitted according to the schedule below. The respondent should be able to submit a Cost Proposal on short notice at a later time.

Proposal Ranking: An Evaluation Committee designated/assigned by Commissioner's Court, may score and evaluate the written RFQs. As part of evaluation process the Committee may interview the candidates. The Evaluation Committee will then present the scoring and evaluation grid to the Hidalgo County Commissioners' Court for ranking. The Purchasing Department will request authority to negotiate a final contract for services with the number one (1) ranked physician.

Negotiation Process: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

Any contract awarded to a successful submitter 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 day's written notice prior to cancellation.

EVALUATION: The evaluation system consists of a 100-point system with possible bonus points. The candidates will be short-listed from this evaluation. Categories evaluated under the 100-point system include the submitter's response to the RFQ and will be based on the criteria outlined in Exhibit B.

All information requested must be provided in order to be considered.
Failure to provide information requested will be grounds for a disqualification for the position.