THE CITY OF EDINBURG

REQUEST FOR PROPOSALS

FOR

RFP 2016-021 EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE

TABLE OF CONTENTS

PAGE	1	NOTICE TO RESPONDENTS
PAGE	2 -12	INSTRUCTIONS TO RESPONDENTS
PAGE	13 - 29	SCOPE OF WORK/REQUIREMENTS
PAGES	30	PROPOSAL FORM
PAGES	31 - 33	ADDITIONAL SUPPLEMENTAL INFORMATION
PAGES	34 - 35	QUALIFICATIONS/BUSINESS QUESTIONAIRE
ATTACHMENT		AMBULANCE ORDINANCE

NOTICE TO RESPONDENTS

Sealed proposals addressed to City Secretary, City of Edinburg, will be received on **August 1, 2016** until **3:00 p.m.** at which time they will be taken to the Conference Room of Edinburg City Hall and **publicly opened and the names of company(ies) responding shall be announced**. All proposals must be in the City of Edinburg's possession on or before the aforementioned date and time (no late proposals shall be accepted).

RFP 2016-021
EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE

Respondents receiving a **"REQUEST FOR PROPOSAL" (RFP)** solicitation notice by mail are advised that they shall be required to submit their RFP in **paper copy** format.

The City of Edinburg reserves the right to refuse and reject any or all responses and to waive any or all formalities or technicalities and to accept the RFP to be the best and most advantageous to the City, and hold the responses for a period of one hundred twenty **(120)** days without taking action.

Hand-deliver RFP's :	415 W. University Drive, Edinburg, Texas 78541 – City Secretary (1st FL.)
If using Land Courier (i.e., FedEx, UPS):	415 W. University Drive, Edinburg, Texas 78541
Mail RFP's :	P.O. Box 1079, Edinburg, TX 78540-1079

Envelopes must be clearly marked: **RFP No. 2016-021**

RFP – EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE

INSTRUCTIONS TO RESPONDENTS

DEVIATION FROM SPECIFICATION
Please read the requirements thoroughly and be sure that the proposals offered comply with all requirements noted. Any variation from the proposal requirements must be clearly indicated by letter, on a point by point basis, attached to and made a part of your proposal. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE(1) The purpose of these requirements and proposal documents is to award a service contract for **EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE**

INTENT
(2) The Emergency Medical Services with Mobile Intensive Care Ambulance Services to be provided under this proposal shall be in accordance with and shall meet all specifications and or requirements as shown. There is no intention to disqualify any respondent who can meet these requirements.

SUBMITTAL OF PROPOSAL
(3) Proposals shall be submitted in sealed envelopes as referenced on the attached solicitation. **Twelve (12) complete sets** of the response **One (1) ORIGINAL** marked "**ORIGINAL**" and **Eleven (11) COPIES** marked "**COPY 1", "COPY 2", "COPY 3", etc.** of their response, complete with all supporting documentation. RFPs submitted by facsimile (fax) shall **NOT** be accepted. Submittal of an RFP in response to this solicitation for Services constitutes an offer by the respondent and if accepted by the City, a contract. Once submitted Proposals, become the property of the City of Edinburg. Submission of a response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the solicitation document. Proposals submitted which do not comply with these requirements may be rejected at the option of the City. Proposals must be filed with the City of Edinburg before the deadline day and hour. No late Proposals will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

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If using Land Courier (i.e., FedEx, UPS):	415 W. University Drive, Edinburg, Texas 78541
Mail RFP's :	P.O. Box 1079, Edinburg, TX 78540-1079

Respondents are advised that a formal **Paper Sealed Bid** is **required**.

INSTRUCTIONS TO RESPONDENTS Continued:

Paper Sealed Proposal Submittal:
(3b) Bidders must **attach a printed copy of their proposal prices (Cost Proposal listing) to a completed, executed copy of the Proposal Form Signature page(s) and all other required documentation** must be submitted in a sealed envelope in accordance with these solicitation requirements.

The City may consider non-responsive any proposal not prepared and submitted in accordance with the provisions herein and may waive any formalities and/or technicalities, or reject any and all proposals.

PREPARATION OF PROPOSAL
(4) Proposals MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your proposal. Person signing proposal must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the proposal. A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the proposal.

PREPARATION OF PROPOSAL
(5) Partnership and Individual Respondent/Bidder shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO PROPOSAL
(6) Proposals CANNOT be altered or amended after opening time. Alterations made before proposal is turned in must be initialed by respondent guaranteeing authenticity. No proposal may be withdrawn after opening time without acceptable reasons in writing, and only after the written consent of the City of Edinburg.

NO PROPOSAL RESPONSE
(7) If unable to submit a proposal, respondent should return "NO PROPOSAL" form giving reasons. Failure to comply may obligate the City of Edinburg to remove non-responsive respondents from vendor list.

INSTRUCTIONS TO RESPONDENTS Continued:

EXCEPTIONS
(8) The respondent shall attach to his/her proposal sheet a list of any exceptions to the specifications/requirements, on a point by point basis if unable to do so, on specification/requirements sheet.

VALID PROPOSAL TIME FRAME
(9) The City of Edinburg may hold Proposals **120** days after proposal opening without taking action. Respondents are required to hold their proposals firm for same period of time.

TIME ALLOWED FOR EXECUTION OF CONTRACT
(10) Number of days required for the successful respondent to execute a contract for **Emergency Medical Services with Mobile Intensive Care Ambulance Service** after receiving notification of award of contract shall be thirty (30) days.

RIGHT TO REJECT/AWARD
(11) The City of Edinburg reserves the right to reject any or all proposals, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the highest, best and most advantageous to the City of Edinburg.

SYNONYM
(12) Where in this proposal package service, services and/or ambulance service is used, its meaning shall refer to the service contract for **Emergency Medical Services With Mobile Intensive Care Ambulance Service** as specified.

ASSIGNMENT
(13) Neither the respondents' contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing and Contracting Department for the City of Edinburg.

ADDENDA
(14) Respondent shall carefully examine the proposal forms, specifications, and instructions to respondents. Should the respondent find discrepancies in, or omissions from proposal forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Director of Purchasing and Contracting (Edinburg City Hall, 956-388-8204) and obtain clarification by addendum prior to submitting any proposal. All Addenda issued in respect to this project shall be considered official changes to the original proposal documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the Respondents responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Proposal Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements.

INSTRUCTIONS TO RESPONDENTS Continued:

INDEMNIFICATION CLAUSE

(15) The respondent hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Respondent agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the respondent. In addition, the respondent protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action relating to, for, or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Director of Purchasing and Contracting as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used. Respondent also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against respondent or the City or to enlarge in any way the respondent's liability but is intended solely to provide for indemnification of the City from liability from damages or injuries to third persons or property arising from respondent's performance hereunder.

RESPONDENT'S EMPLOYEES

(16) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

(17) Any questions concerning the specifications/requirements with regards to this solicitation for proposals shall be directed to the designated individuals as outlined in the Request for Proposals. Such interpretations, which may affect the eventual outcome of this request for proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with the paragraph labeled "Addenda."

SAVE HARMLESS CLAUSE

(18) The respondent agrees to indemnify and save harmless the City of Edinburg, the Director of Finance, and his/her assistants from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Director, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

INSTRUCTIONS TO RESPONDENTS Continued:

STATUTORY REQUIREMENTS

(19) It shall be the responsibility of the successful Respondent to comply with all applicable State and Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

RIGHT TO WAIVE

(20) The City reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

CONTRACT AWARD

(21) The City does not guarantee that a contract(s) will be awarded as a result of the RFP. In the event that a contract(s) award is made, but the contract(s) is not executed, the City does not guarantee that the contract(s) will be re-awarded.

CONFIDENTIAL INFORMATION

(22) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

(23) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

ANTI-LOBBYING PROVISION

(24) During the period between proposal submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City Commission or City of Edinburg staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations. Violation of this provision may result in the rejection of the respondent's Proposal.

PAST PERFORMANCE

(25) Respondents are advised that past performance as it relates to product and/or service on Purchase/Service/Supply Contracts previously held with the City shall be a factor in the evaluation and award of this "Service Contract". The City's position on this matter shall be final.

JURISDICTION

(26) Service Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

(27) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

INSTRUCTIONS TO RESPONDENTS Continued:

VARIATIONS

(28) Any additions, deletions, or variations from the following specifications/requirements must be noted. Any requirements not specifically mentioned which are necessary for the SERVICES to be provided as specified shall be provided by the successful respondent and shall be in-line with the accepted standards of this industry.

RIGHT TO AUDIT

(29) The City reserves the right to audit the vendor's books and records relating to the performance of this contract. The City, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. By the same token on revenue generating projects, if such audit discloses that the vendor(s) under contract has/have under paid the City, written notice of such underpayment shall be provided to the vendor and the amount of underpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment or underpayment (if revenue generating) is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

(30) Respondents are advised that they must be in compliance with the below mentioned law(s):

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity

submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

OMISSIONS

(31) At the time of the opening of the proposals each respondent will be presumed to have read and to be thoroughly familiar with the requirements of the proposal. The failure or omission of any respondent to examine any form, instrument or contract document shall in no way relieve any respondent from any obligation in respect to their proposal.

PROCUREMENT OF SERVICES

(32) If contract is terminated, prior to expiration date, the Awarded Vendor shall pay the City under the payment provisions of this contract up to the effective date of termination.

EQUAL EMPLOYMENT OPPORTUNITY

(33) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

DELAY IN SERVICE DELIVERY

(34) When delay in providing the service can be foreseen, Respondent shall give prior notice to City of Edinburg. Respondent must keep City of Edinburg advised at all times if services cannot be rendered.

(35) Acceptable reasons for delayed service delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; actions beyond the control of the successful respondent.

COSTS FOR PREPARATION OF PROPOSAL

(36) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a proposal or for any work performed prior to execution of contract.

TERMINATION OF AGENCY CONTRACT

(37) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly underpaid, over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this service contract. City of Edinburg, by written notice, may terminate this contract, in whole or in part, when it is in the City's best interest. Termination of Contract shall be provided in written form allowing a thirty (30) day notice.

INSTRUCTIONS TO RESPONDENTS Continued:

LITIGATION
(38) Be advised that any Respondent that is involved in any litigation with the City of Edinburg will not be considered for award of this service contract.

PROPOSAL WITHDRAWAL
(39) Respondents may withdraw previously submitted proposals up to the filing deadline, without penalty. Withdrawal of a proposal after the filing deadline will result in forfeiture of the proposal bond/guarantee.

DISCLAIMER
(40) While all precautions have been taken to ensure that files on this page will not interfere with or cause damage to your system or its existing data, City of Edinburg accepts no responsibility for damages that may be caused by these files and makes no other warranty or representation, neither expressed nor implied, with respect to these files. These files are provided "as is" and you, the user, assume the entire risk when you use them.

WAIVER
(41) Due to the electronic transmissions, the City of Edinburg does not guarantee nor will it be liable for the accuracy of what is read or what is downloaded.

LIMITATION OF LIABILITY
(42) Vendors that use the services available through this webpage agree that the City of Edinburg shall not be liable for any loss of profits, loss of time, interruption of business, or indirect, special, incidental, or consequential damages of any kind whether under this agreement or otherwise due to your use of this system.

HUB CERTIFICATION
(43) State Certified "HUB Vendor(s)" are asked to provide a copy of their certification, if they have not previously done so (information to be e-mailed to the Director of Finance at aalonzo@cityofedinburg.com or Purchasing Agent lfuentes@cityofedinburg.com)

INSURANCE REQUIREMENTS
(44) Respondents are advised that any contractors and/or sub-contractors, if awarded, must be able to provide, at a minimum, the following insurances:

During execution of Contracts the successful Vendor shall provide a Certificate of Insurance made to the City of Edinburg, P.O. Box 1079, Edinburg, TX 78540-1079, (415 W. University Drive, Edinburg, Texas 78541) and should reference the project number and project Name. Such coverage(s) shall be acquired and maintained, for the duration of the contract period. All certificates must be received prior to commencement of service/work. All Certificates of insurance shall be approved by the Risk Manager and/or his/her designated representative prior to the commencement of any work. The City of Edinburg will accept the Acord Form 25 as the Certificate of Insurance only.

The Certificate of insurance should be made to the City of Edinburg, P.O. Box 1079, Edinburg, TX 78540-1079, (415 W. University Drive, Edinburg, Texas 78541) and should reference the operation.

INSTRUCTIONS TO RESPONDENTS Continued:

All certificates must be received prior to commencement of service/work. All Certificates of insurance shall be approved by the Risk Manager and/or his/her designated representative **prior** to the commencement of any work.

In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The City must be notified at least thirty (30) days prior to any material change in and/or cancellation and/or non-renewals of such policies.

The term "City" shall include The City of Edinburg and their employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement.

The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage.

INSURANCE REQUIREMENTS Continued:
During the term of the Contract, the successful contractor/respondent/selected firm shall acquire and maintain, for the duration of the contract period the following insurances:

A. **Comprehensive Commercial General Liability:** The Contractor/Respondent /Selected Firm shall provide minimum limits of $250,000 each occurrence, $500,000 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, personal and advertising injury, and contractual liability. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of Edinburg" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.

Blanket "XCU" –Explosion, Collapse & Underground
Independent Contractors
Care, Custody and Control
Contractual Liability

No endorsements excluding these coverages are allowed.

Additional Insured Required: To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of Edinburg shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations.

B. **Business Automobile Liability:** The Contractor/Respondent/Selected Firm shall maintain limits of no less than $250,000 combined single limit per occurrence for bodily injury and property damage and $500,000 annual aggregate. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of Edinburg" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.

Applicable as long as no fragile or perishable products are transported; otherwise, Cargo Insurance is required. To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of Edinburg shall be included as additional insured under the CGL

policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations

Additional Insured Required: To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of Edinburg shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations

C. **Workers' Compensation:** The contractor/respondent/selected firm shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas. Employer's Liability insurance shall be provided in amounts not less than $500,000 per accident for bodily injury by accident; $500,000 policy limit by disease; and $500,000 per employee for bodily injury by disease."

In addition, a Waiver of Subrogation Endorsement shall be provided by the contractor naming the City of Edinburg in said policy for Worker's Compensation Insurance. Contractor/Respondent/Selected Firm shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

D. **Deductible Clause:** Contractor/Respondent/Selected Firm to declare self-insured retention or deductible amounts in excess of $25,000.

E. **Other Insurance Requirements:**

1. Public liability insurance in an amount not less than Two Hundred Fifty Thousand Dollars ($250,000.00) for injury to, or death of each person, Five Hundred Thousand Dollars ($500,000.00) for each accident, and One Hundred Thousand Dollars ($100,000.00) for property damage claims arising out of the operations of the ambulance service authorized herein; If tort claim act raises municipal liability amounts then the coverage herein will be increased correspondingly upon notice by City. Such Policy shall have a minimum of One Million Dollars ($1,000,000) annual aggregate.

2. The uninsured motorist coverage in an amount equal to the bodily injury liability limits set forth in Subsection A;

3. Malpractice insurance in an amount of not less than Five Hundred Thousand Dollars ($500,000.00) for' each claim;

4. A One Million Dollar ($1,000,000.00) umbrella policy providing additional coverage to all underlying liabilities;

5. Said insurance policies required herein shall be submitted to the City of Edinburg's legal counsel for approval and prior to signing of Contract. Satisfactory evidence that such insurance is at all times in full force and effect shall be furnished to the City of Edinburg's legal counsel, in such form as he may specify;

INSTRUCTIONS TO RESPONDENTS Continued:

INSURANCE REQUIREMENTS

(44) **Continued:**

6. Every insurance policy required shall extend for the period to be covered by the license granted Contractor for the ambulance service, and the insurer shall be obligated to give not less than thirty (30) days written notice to the City of Edinburg and designated representative of the City of Edinburg before any cancellation or other termination date;

E. **Other Insurance Requirements Continued:**

7. The cancellation or other termination of any policy required herein shall automatically revoke and terminate the Agreement for ambulance service granted by the City of Edinburg, unless another insurance policy complying with the insurance section provisions shall be provided and be in full force and effect at the time of such cancellation or termination;

8. Each insurance policy required herein shall name as additional insured the City of Edinburg, in addition to the operator of the vehicle.

9. **Other Provisions:** All insurance carriers shall be rated A6 or better and be published on a current A.M. Best Rating Guide, or some other recognized equivalent rating service (e.g., Moody's, Standard & Poor's). The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on the Acord Form 25. All insurance requirements are imposed and must be complied with by any and all sub-contractors, and/or lower-tier sub-contractors. A copy of endorsements providing Additional Insured, Primary Insurance and Waiver of Subrogation wording shall be attached to the certificates of insurance.

RIGHT TO NEGOTIATE

(45) The City of Edinburg reserves the right to negotiate at any time with the selected bidder to alter the terms and provisions of the Emergency Medical Services Agreement to ensure that the needs of the constituents of the City of Edinburg are fully addressed and served.

CITY OF
EDINBURG
SCOPE OF WORK/REQUIREMENTS FOR RESPONDENTS FOR EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE

I. INTRODUCTION

Intent and Purpose

The CITY OF EDINBURG seeks proposals from qualified providers for 911 Emergency Medical Services with Mobile Intensive Care Ambulance Service.

In Summary, the purpose of the proposal process is to determine from the proposals received which provider can best ensure that properly trained and certified personnel will provide timely emergency medical care to patients at the scene of their illness or injury, and then transport the patient to an appropriate treatment facility in the shortest practicable time utilizing safe and clean vehicles, and provide the most reliable, safe and effective services to those served.

Conditions of Proposal

1. Proposals must be received no later than **August 1, 2016 until 3:00 p.m.** at the City of Edinburg City Secretary's Office.

Hand-deliver RFP's :	415 W. University Drive, Edinburg, Texas 78542 – City Secretary. (1st Fl.)
If using Land Courier (i.e., FedEx, UPS):	415 W. University Drive, Edinburg, Texas 78542
Mail RFP's :	P.O. Box 1079, Edinburg, TX 78540-1079

2. Twelve (12) copies of your proposal must be submitted on the forms furnished and in a sealed envelope clearly marked on the outside with the proposer's name and the title: Respondents For Emergency Medical Services With Mobile Intensive Care Ambulance Service

   As part of the proposal each bidder must submit:
   a. Supplemental Information Form, with attachments as necessary
   b. Rate Structures and Billing and Collection Procedures
   c. Proposal Form
   d. Certificates of Insurance

3. The successful proposer agrees to provide Service within the CITY OF EDINBURG at a reasonable cost to the City of Edinburg.

4. The successful proposer shall comply with all applicable Federal, State, and Local laws and regulations, and warrant that they are familiar with all laws, regulations or ordinances that may be applicable and shall ensure that all their employees continue to maintain such familiarity and compliance.

SCOPE OF WORK/REQUIREMENTS FOR RESPONDENTS FOR EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE Continued

Conditions of Proposal Continued:

5. All words, signatures, and figures submitted on the proposal shall be in ink. Proposals that are conditional, obscure or contain additions not called for, erasures, alterations, or irregularities may be rejected as informal. More than one proposal from the same bidder will not be considered. Proposals from all those submitting will remain sealed and confidential up to the opening date and time. Proposals may be corrected, revised or supplemented (e.g. should materials, attachments referenced be missing) up to the time of opening of proposals).

6. The CITY OF EDINBURG reserves the right to reject any or all proposals, in whole or in part, as it determines to be in the best interests of the CITY OF EDINBURG.

Minimum Proposal Requirements

The contract for Ambulance Service for the CITY OF EDINBURG will be awarded to the most advantageous proposer within sixty (60) to ninety (90) business days of the proposal opening.

Minimum Evaluation Criteria shall include (Weighted Criteria to be provided at a later date):

1. Currently licensed by the TEXAS DEPARTMENT OF STATE HEALTH SERVICES to operate an ambulance service providing services at the Paramedic Level pursuant to Texas Administrative Code 157.11

2. Minimum of five (5) years corporate experience in the operation of an ambulance service without any license suspension, revocation, or refusal to renew by Texas Department of State Health Services Administrative Code 157.16

3. Minimum of two (2) years corporate experience without any bankruptcy proceedings or filings.

4. Minimum of two (2) years of experience providing first line 911 EMS service to at least one (1) other comparable communities, including size and population, within Texas, said service to include ALS and MICU response.

5. Ability to provide three (3) positive references for each of the following categories:
   a. Vendor
   b. Hospital Official (Excluding Medical Director)
   c. Bank Official

SCOPE OF WORK/REQUIREMENTS FOR RESPONDENTS FOR EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE Continued

II. OPERATIONAL REQUIREMENTS

The Provider under Contract to the CITY OF EDINBURG shall hold a valid License issued by the Texas Department of State Health Services for operation of a Mobile Intensive Care (MICU) Ambulance Service providing services at the Paramedic Level pursuant to Texas Administrative Code 157.11 and shall maintain said License status for the entire term of the Contract, and any renewal(s) thereof. Basic Life Support and Advanced Life Support shall mean that level of services as defined in the Texas Administrative Code 157.11 and any and all local requirements set forth in these Specifications, or as otherwise agreed to by the Provider.

Changes in Laws and Regulations

The ambulance service shall at all times keep itself fully informed of and meet any applicable federal, state, and municipal laws, ordinances, rules and regulations including, but not limited to Texas Administrative Code 157.11, 157.16. If any clause of the contract conflicts with such law, that clause shall be void insofar as it is inconsistent with said law.

Hours of Coverage

All dedicated MICU Units operating in the CITY OF EDINBURG shall be fully staffed twenty-four (24) hours daily, seven (7) days weekly. Such coverage shall be for emergency coverage only.

Vehicles

The Provider shall provide the CITY OF EDINBURG with a minimum of eight (8) MICU Units (24) hours per day, strategically placed within the limits of the CITY OF EDINBURG. These vehicles shall be dedicated to 911 MICU transport servicing those persons within The CITY OF EDINBURG. The CITY OF EDINBURG shall have final say in determining where stations will be placed.

The company providing service must demonstrate how back up will be provided when the need for additional units becomes necessary. This will address move up requirements to include time limits for travel when dedicated units have been committed. When the secondary dedicated unit is dispatched, The Provider shall immediately dispatch the closest available unit to Edinburg to provide backup coverage. Backup must arrive within the city limits within, ten (10) minutes of the sixth (6) dedicated unit having been dispatched.

SCOPE OF WORK/REQUIREMENTS FOR RESPONDENTS FOR EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE Continued

Vehicles Continued:
All vehicles shall be approved ambulances pursuant to Federal KKK-A-1822 for models prior to Jan 1, 2013 and must comply with the new National Fire Protection Agency (NFPA) 1917 Standard for Automotive Ambulances. It applies to new ambulances contracted for purchase on or after Jan. 1, 2013.

All vehicles shall be no more than three (3) years old, and the vehicles and their maintenance logs shall be readily available for inspection at The Provider's Edinburg place of business without prior notice. All vehicles shall have equipment and supplies as required by Texas Administrative Code 157.11. All vehicles must meet state motor vehicle inspection standards at all times.

Basing of Vehicles
The Basing of the ambulance shall be undertaken by The Provider at minimum at three strategic locations at the city's discretion before the start of the contract period. The vehicles to be used in the performance of said contract shall be housed within the CITY OF EDINBURG in a location agreeable to the CITY OF EDINBURG, and in compliance with all applicable laws, ordinances or regulations.

Personnel
All personnel employed by the Provider to staff the ambulances shall be certified in the appropriate level commensurate with their responsibilities; i.e., Emergency Medical Technicians (EMT's) or Paramedics as defined by Texas Administrative Code 157.33 (certifications)

The Provider shall furnish the CITY OF EDINBURG at contract execution and henceforth quarterly with a roster of currently employed personnel which shall include the following information on each employee: name, date of certification, license, and registry numbers. The CITY OF EDINBURG shall retain the right to verify these with Texas Department of State Health Services.

All persons assigned to work in the CITY OF EDINBURG must provide a completed background check prior to assignment to determine the person's suitability and character. The result of this check shall be reviewed by a CITY OF EDINBURG representative, so designated by the City Manager, who will give final authorization for the individual to be assigned to the CITY OF EDINBURG EMS system. This check shall also be performed a semi-annual and/or random basis. All personnel who are or may be involved with the above referenced Ambulance services within the City of Edinburg shall sign releases/waivers or authorizations permitting the City or its agents to inquire into and obtain complete federal or state criminal history or employment, background, information and data and provide such information to those persons designated by the City Manager.

SCOPE OF WORK/REQUIREMENTS FOR RESPONDENTS FOR EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE Continued

Personnel
The CITY OF EDINBURG Fire and Police Departments designees or the Emergency Management Coordinator of the City of Edinburg can approve or disapprove a person for work in the EMS Service for the City of Edinburg. The above agencies can request that a person be removed from the City of Edinburg with or without cause from the EMS Service, within their complete and unfettered discretion without liability, consequence or ramification to the City of Edinburg or its officers or employees, ultimate ambulance service provider or its agents or employees and for which proposer agrees to hold harmless and indemnify the City and its officers, agents and employees.

Employees must be assigned permanently to the EMS Units in the City of Edinburg. Each Unit must have minimum of one – (1) paramedic with one (1) year experience responding to EMS calls.

The company shall assure stability of personnel on the dedicated units so as to maximize their knowledge of the CITY OF EDINBURG streets and locations.

All personnel responding to EMS calls in Edinburg shall maintain a professional appearance to include a neat uniform and good grooming. They shall conduct themselves in a professional manner at all times, and shall show appropriate courtesy and respect towards all people they come in contact with. Any employee of The Provider who demonstrates a consistent poor attitude or pattern of personal conflict with anyone while on duty in Edinburg shall be immediately reassigned to another location by The Provider, at the written request of the Awarding Authority or the Chief of Police, Fire Chief or Emergency Management Coordinator.

Routine Operating Procedures
As part of regular operations The Provider shall make a daily check of road conditions and construction by a call to the 911 Dispatch Center.

The Provider shall furnish the CITY OF EDINBURG, annually and as revisions are made, upon request, with a copy of its written policies and procedures, including, but not limited to, the following:

1. Certification and recertification of attendants (and all training records)
2. Back up services
3. Communications
4. Stocking of supplies
5. Use of lights and warning signals

SCOPE OF WORK/REQUIREMENTS FOR RESPONDENTS FOR EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE Continued

Routine Operating Procedures Continued:

6. Staffing

7. Conduct

8. Mechanical failure

9. Inspection authorities

10. Non-discrimination hiring policy

11. Current Financial Reports

A copy of the policies and procedures shall be submitted to the CITY OF EDINBURG with the proposal.

The City of Edinburg, through its 9-1-1 Dispatch Center, will notify and initiate dispatch of EMS ambulance units assigned to Edinburg by The Provider, for all Emergency "9-1-1" calls received by such 9-1-1 Dispatch Center.

The Provider must maintain its ability to communicate with the CITY OF EDINBURG 9-1-1 Dispatch Center by telephone and two-way radio, both at its principal place of business and the site where its vehicles are garaged in the CITY OF EDINBURG. The Provider must maintain two-way radios in the ambulance so as to be able to communicate with the City of Edinburg 9-1-1 Dispatch Center, Fire and Police personnel. It shall be the responsibility of The Provider to take any steps and procedures necessary to ensure optimum speed and efficiency in response between to its personnel and equipment in the coordination of information/dispatches with the Edinburg 9-1-1 Dispatch Center.

While vehicles shall be so equipped with two-way radio communications as mentioned above in fixed mobile units, additionally each unit shall be equipped with one (1) portable radios to communicate with the 9-1-1 Dispatch Center when the personnel are not in the vehicle. All backup units shall be equipped with some means of communicating with the Edinburg 9-1-1 Dispatch Center.

The Provider shall furnish each unit assigned to the CITY OF EDINBURG with cellular phone communications and make the number available to the CITY OF EDINBURG 9-1-1 Emergency Dispatch Center.

SCOPE OF WORK/REQUIREMENTS FOR RESPONDENTS FOR EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE Continued

Response to Calls
The Provider shall respond immediately to all calls for service by the CITY OF EDINBURG 911 Dispatch Center. All units assigned to the CITY OF EDINBURG shall not respond outside the CITY OF EDINBURG except as requested by the CITY OF EDINBURG Fire/Police 9-1-1 Dispatch Center personnel. The Provider shall respond to all calls for emergency medical service and arrive at such scene or emergency within eight (8) minutes or less, of dispatch for ninety percent (90%) of the calls.

Medical Operating Procedures
The Provider must describe in detail medical Quality Assurance Programs. Such programs must meet the approval of the Emergency Medical Director of their representing agency. The Provider shall execute a medical control agreement with the Edinburg Fire Department for BLS affiliation of First Responder Services.

Dispatching
The CITY OF EDINBURG has designated the Edinburg Fire Department 9-1-1 Dispatch Center as the agency responsible for dispatching ambulances for emergency medical assistance and the transportation of the sick and injured.

Transport of All Patients after Dispatch
Providers are reminded of the requirements set forth in the Regulations as to the transport of patients:

"No ambulance service or agent thereof shall refuse, in the case of critical illness or injury, to dispatch an available ambulance, to provide life-support at the scene, or to transport a patient to an appropriate place of treatment within its regular operating area". This requirement shall be strictly enforced and reviewed during the tem of the Contract with the Provider.

The Provider shall transport within or without the CITY OF EDINBURG, contagious and infectious disease cases, as directed by the Texas Department of State Health Services or other designated CITY OF EDINBURG or State authority.

Patients shall be transported to an appropriate medical facility or such other hospital as may be designated by the patient, patient's condition, supervising physician in the Hospital emergency room, doctor's office, and clinic in accordance with the accepted practice

SCOPE OF WORK/REQUIREMENTS FOR RESPONDENTS FOR EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE Continued

Transport of All Patients after Dispatch Continued
Once patients are delivered to the hospital, and the responsibility for their medical care is fully assumed by the emergency room staff, all provider personnel/units transporting patients from Edinburg shall return to their assigned location as soon as possible. There shall be no unnecessary loitering in hospitals or anywhere else outside the boundaries of the City of Edinburg by staff of any of the dedicated units.

Record Keeping
All record keeping shall be maintained in accordance with all state and federal regulations relating to the provision of Emergency Ambulance Service.

All such records shall be made available for inspection by the Police Chief, Fire Chief and Emergency Management Coordinator or a designated representative from the CITY OF EDINBURG upon request. In addition, The Provider shall supply to the above the following information through written communications upon request:

1. Requests for service
2. Source of request for service
3. Number of patients transported
4. Response times
5. Demographics of the patient population
6. The Provider shall furnish a fee schedule.

The Provider shall provide all additional reports as requested by the CITY OF EDINBURG or its representative agencies.

Periodic Reviews of Providers Performance
1. Performance Review: –Managers and supervisors assigned by The Provider to Edinburg shall be required to attend periodic performance review sessions held by the Police Chief, Fire Chief, Emergency Management Coordinator and/or designated City representative. The review sessions will be held at least twice per year for the following purposes: 1) to ensure The Provider's continued compliance with the provisions of the Agreement; 2) to review response times; 3) to review paramedic skill performance; 4) to address and resolve specific issues/problems; and 5) to generally coordinate EMS operations in the City of Edinburg. The Provider shall provide the City with a quarterly written performance report by the second week of October, January, April, and July of each year during the term of this Agreement. Each quarterly performance report shall include, but not necessarily be limited to, the following information:

SCOPE OF WORK/REQUIREMENTS FOR RESPONDENTS FOR EMERGENCY SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE Continued

Periodic Reviews of Providers Performance

- Listing of all EMS calls responded to in Edinburg, showing - location of call, nature of call, total response time, total on-scene time, and all other information deemed necessary by the City of Edinburg.
- Explanation for all calls with a "response" time greater than eight (8) minutes;
- Explanation for all calls with an "on-scene" time of greater than twenty (20) minutes;
- Personnel roster listing names, dates of initial certification, and dates of hire for all full and part-time paramedics working regular shifts in Edinburg (should also highlight any new personnel added since the last report);

The Departments shall develop, approved by the City, any reporting formats deemed necessary to collect and record information relative to the performance.

2. The Provider shall respond to the CITY OF EDINBURG Police Chief, Fire Chief or City designee Ambulance Evaluation Committee within fifteen (15) days of any reporting period (calendar month) as to the system's response time and those calls exceeding eight (8) minutes. In the event that The Provider does not achieve a ninety percent (90%) threshold of less than eight (8) minute responses, a detailed corrective action plan shall be submitted to the designated City representative. Failure of the Provider to correct inadequate response times shall allow the CITY OF EDINBURG to seek alternative EMS services and shall constitute a material breach of the Providers agreement with the CITY OF EDINBURG.

Advertising and Public Information

The Provider shall, at its own expense, prior to the start of service, place an advertisement in The Monitor and The Daily Review newspaper for a period of one (1) week to include the following information:

1. Full name of The Provider
2. Mailing address
3. A statement to include the following:
   a. The telephone number for emergency calls
   b. The local telephone number(s) to be used for non-emergency calls or business calls to the Provider.

SCOPE OF WORK/REQUIREMENTS FOR RESPONDENTS FOR EMERGENCY SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE Continued

Services Made Available to the CITY OF Edinburg and Community Outreach Programs

1. The Provider shall respond to all Fire or Police emergencies as directed by 911 Dispatch personnel, and shall remain on scene until released by the incident commander.

2. The Provider shall provide a dedicated ambulance for all CITY OF EDINBURG sponsored functions, such as celebrations, City of Edinburg picnics, parades, and other events as determined by the CITY OF EDINBURG, etc.

3. The Provider shall assist in EMS Training for Fire, Police, and 9-1-1 Dispatchers.

4. The Provider shall re-supply expendable medical supplies to all City of Edinburg Fire and Police Units used by the First Responder Organization in the course of assisting in providing emergency services.

5. The Provider shall accept all medical waste generated at the EMS scene as well as accept medical waste collected by CITY OF EDINBURG employees who may act as first responders to an EMS emergency, and any other training.

6. The Provider shall participate in the CITY OF EDINBURG Emergency Operations Planning Committee.

III. FINANCIAL OPERATIONS

The Provider further agrees to furnish on demand to the CITY OF EDINBURG a full schedule of its charges for emergency ambulance services, and to keep said charges in place for a one (1) year period. Additionally The Provider agrees to furnish a thirty (30) day notice to the CITY OF EDINBURG of a pending rate change.

The Provider agrees to assume the duty and obligation to take all notification, approval, administrative, filing, billing, etc. steps requested or required by any third party payers/insurers of those individuals who have received the EMS services and transportation from The Providers' ambulance(s) and personnel. The Provider warrants and agrees, that the rates and billings it seeks to receive payment for shall not exceed such rates as identified in the City of Edinburg Ambulance Ordinance No. 2012-3546.

The Provider agrees that emergency services shall be provided without respect to the ability to pay. The Provider agrees that it shall give appropriate consideration to modification of charges, on an individual basis, for those persons identified by the CITY

OF EDINBURG, as demonstrably unable to pay the full charges billed to the patient.

Charge for services shall not be made by any patient for the cost of providing service at those times where The Provider transports no patient. This would include the following examples: calls where The Provider is requested to stand-by as a precautionary measure, where the patient refuses services, or for any other reason as may occur during the term of the contract.

Payments by Patients for Specific Services
The Provider shall be responsible for billing patients or his or her third party provider. The CITY OF EDINBURG shall not be responsible for any unpaid bills or balances.

In no event shall the CITY OF EDINBURG be responsible for any charges, which The Provider is for any reason unable to collect for the emergency services provided under The Provider's Contract with the CITY OF EDINBURG.

IV. CONTRACT REQUIREMENTS Inclusion of Proposal into Contract

All items included in this RFP (Request For Proposals)/specifications shall become part of The Provider's Contract with the CITY OF EDINBURG for ambulance service, and be considered to be included within and a part of The Provider's initial proposal and offer to provide such ambulance services.

Term of Contract
The term of the contract shall be for a period of two (2) years and may be renewed annually thereafter with mutual consent.

Performance Bond
Performance bond in the amount of one hundred thousand dollars ($100,000) shall be issued to the CITY OF EDINBURG within thirty (30) days of the execution of the contract as security for the faithful performance of the contract. This shall include, but is not limited to, damages which will be incurred by the CITY OF EDINBURG in the event of the failure to meet a term or condition of the contract. Also it shall act as a security for payment of all persons performing labor and furnishing materials and equipment in connection with this contract. The bond shall be executed yearly and shall be obtained from a surety authorized to do business in the state of Texas and acceptable to the CITY OF EDINBURG. Failure to provide the above bonds within thirty (30) days of the execution of the contract shall make the contract voidable at the option of the CITY OF EDINBURG. (The City of Edinburg shall also have the option to accept and hold, at its discretion, unencumbered, unconditional, unrestricted cash sums in lieu of surety company bond secure/ensure the above performance and payments by The Provider.)

SCOPE OF WORK/REQUIREMENTS FOR RESPONDENTS FOR EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE Continued

Termination of Contract Notice
Either The Provider or the CITY OF EDINBURG may terminate the contract by giving thirty (30) days' notice, in writing, delivered by Certified Mail. The CITY OF EDINBURG reserves the right to terminate the contract for unsatisfactory services rendered, lack of cooperation, or other just cause by giving thirty (30) days' notice in writing delivered by Certified Mail to The Provider and to hold The Provider liable and responsible for all damages caused to the CITY OF EDINBURG.

Severability
If any section, paragraph, term or provision of the contract is determined illegal, invalid or unconstitutional by any court of competent jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision of the contract, all of which shall remain in full force and effect for the term of the contract or any renewal thereof.

Non-Exclusivity

Nothing in the contract shall be interpreted as preventing any request for backup emergency ambulance service or non-emergency ambulance service from being made to any provider.

Insurance
As stated on Instructions to Respondents, Paragraph 44, entitled Insurance Requirements, pages 9 – 12.

Hold Harmless Clause
Should the need arise at the time of the City's assistance to a response for a uniformed member of the Fire Department to drive the ambulance while The Provider's personnel are attending to a patient then, if requested, a Fire Department member may, at the direction of The Provider operate the ambulance to assist in the transportation of the patient to a medical facility. Accordingly, The Provider shall carry a Commercial Auto Policy with additional Insured Coverage with additional insured endorsement naming the City as an additional insured party.

The Provider agrees to hold harmless the CITY OF EDINBURG from any and all lawsuits or litigation which may arise at any time from the operation of its motor vehicles or the conduct of its employees while under contract to the CITY OF EDINBURG, and also agrees to indemnify the CITY OF EDINBURG from liability imposed upon it as a result of any of its activities hereunder. The Provider shall be solely responsible for assuming liability of its personnel and of the patients carried in its vehicles while under contract with

SCOPE OF WORK/REQUIREMENTS FOR RESPONDENTS FOR EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE Continued

Hold Harmless Clause Continued
the CITY OF EDINBURG. The Provider's obligations shall be secured by producing full line insurance coverage (e.g. Motor Vehicle, general liability, hazardous operations, Worker's Comp., Professional liability, etc.) – occurrence type, not "Claims Made" – in minimum amounts of $500,000/person, $1,000,000/occurrence with excess/umbrella coverage of $3,000,000 with properly licensed insurance company naming the City of Edinburg as additional insured and having waiver of subrogation similar waiver as against the City of Edinburg or its officers or employees. (See also requirements outlined in section "Insurance".) [See 8.8 in the Agreement]

Notification of Change in License Status
The Provider shall immediately notify the CITY OF EDINBURG if at any time during the term of the contract The Provider's License to Operate an Ambulance Service is modified, suspended or revoked or been refused renewal by Texas Department of State Health Services. This requirement for notification shall include the issuance of a provisional license pursuant to Texas Administrative Code 157.111 The Provider shall forward to the CITY OF EDINBURG all copies of the correspondence received relative to the above matters, should they occur during the term of the contract. Any such action outlined above, (or application or proceeding to effect such, may, at the option of the City, be considered, just cause for immediate termination hereunder. Said notification and copies of all such correspondence shall be provided to the Fire Chief, Police Chief or City designee.

Transfer of License/Assignment of Contract
The Provider's contract with the CITY OF EDINBURG shall not be transferred or assigned, including transfer or assignments through bankruptcy or insolvency proceedings, without the prior written consent of the Edinburg City Council. The Provider shall submit to the CITY OF EDINBURG purchasing agent, for his review on the matter of a proposed transfer, a copy of the written approval received from the state of Texas Department of Public Health for such a transfer, issued pursuant to Regulations.

Work Stoppage; Rights of the City of Edinburg
In the event The Provider suffers a work stoppage as a result of a strike, job action, or other industrial relations dispute interfering with the emergency ambulance service, the CITY OF EDINBURG shall be given the free and exclusive use of the ambulances assigned to the CITY OF EDINBURG to maintain emergency ambulance services as it sees fit. If such occasion(s) arise those City of Edinburg personnel utilizing said vehicles and acting as substitute personnel of The Provider shall be considered the employees of The Provider for purposes of assuring coverage continues with minimal interruptions.

Work Stoppage; Rights of the City of Edinburg Continued
This paragraph shall not be considered or otherwise used to attempt to limit, restrict or impair rights or benefits of any City employee under the provision of any law, meet and confer, bargaining agreement, contract or ordinance.

V. GENERAL REQUIREMENTS Confidentiality

All services provided pursuant to the contract are confidential, and information and reports regarding such service shall not be disclosed in whole or in part to any person or organization other than duly authorized representatives of the CITY OF EDINBURG without prior written authorization of the Mayor or designee of the CITY OF EDINBURG. The ambulance service shall take all necessary steps to insure that no member of its staff discloses any such information, except as herein permitted.

Discrimination Prohibited
The ambulance service, in compliance with set local, state and federal laws, agrees not to discriminate on the grounds of race, color, religion, national origin, age or sex in any aspect of the provision of ambulance service or in employment practices.

VI. COMPARATIVE EVALUATION CRITERIA

The following criteria will be applied to those proposals which have met the minimum evaluation criteria (Weighted Criteria to be provided at a later date). The evaluation system consists of a 100 point system.

___Points 10
1. Municipal Experience - Municipal experience of two years in comparable municipalities to Edinburg in size and population where the Provider performed MICU service.

2. Location of service and degree of dedication to the CITY OF EDINBURG –(i.e. Service includes the place of vehicle garaging and local headquarters for those personnel of The Provider assigned to respond in the City of Edinburg under this contract for ambulance services.)

___Points 10
a. Highly advantageous - Service is **centrally located** in relation to the geographical distribution of call volume across the CITY OF EDINBURG with at least seven (7) ambulances specifically dedicated and immediately available at all times to EMS emergency required by the CITY OF EDINBURG. The ambulances dedicated are to be strategically located to afford the most advantageous response to calls for EMS. In lieu of a centrally located garage it shall also be considered highly advantageous if

SCOPE OF WORK/REQUIREMENTS FOR RESPONDENTS FOR EMERGENCY SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE Continued

VI. COMPARATIVE EVALUATION CRITERIA continued:

The Provider has two (2) central locations in the City, one (1) on the North side of the City and one (1) on the South Side.

___ **Points 0**

b. Not acceptable (NA) - - Service is not located in the CITY OF EDINBURG and not available for emergency responses in the CITY OF EDINBRUG.

3. Provision of Services to the CITY OF EDINBURG and Community Outreach programs

___ **Points 10**

a. Highly Advantageous - The Provider will accept and complete all provisions listed as 1-12 under the section in the Request for Proposals identified as Services Made Available to the CITY OF EDINBURG and Community Outreach Programs.

4. Ambulance Fleet providing services to the City of Edinburg (Maximum – 10 Points)

___ **Points 10**

a. Highly Advantageous - The Provider will provide a fleet of five (5) or more ambulances to service the CITY OF EDINBURG in the event of a disaster of major incident calls throughout the life of the contract.

___ **Points 5**

b. Advantageous - The Provider will provide a fleet of five (5) or more ambulances to service the CITY OF EDINBURG that are less than three (3) years old from the date of service throughout the life of the contract.

___ **Points 0**

c. Not acceptable - The Provider will provide a fleet of less than five (5) ambulances and/or ambulances that are more than five years old.

SCOPE OF WORK/REQUIREMENTS FOR RESPONDENTS FOR EMERGENCY SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE Continued

VI. COMPARATIVE EVALUATION CRITERIA continued:

5. Ambulance fleet providing service to the CITY OF EDINBURG - the ability to provide back-up ambulances. (Maximum – 10 Points)

___ Points 10

a. Highly advantageous - The Provider has the ability to automatically assign a back-up ambulance to the CITY OF EDINBURG when the sixth (6^{th}) dedicated Edinburg unit is dispatched. This unit must be geographically located so as to have the ability respond to EMS calls and to arrive within Edinburg city limits within ten (10) minutes and the sixth (6^{th}) dedicated Edinburg unit is dispatched.

___ Points 5

b. Not acceptable - The Provider has the ability to assign a back-up ambulance to the CITY OF EDINBURG when all dedicated Edinburg units are engaged. This unit does not have the ability to respond to EMS calls to be geographically located within Edinburg city limits within fifteen (15) minutes after the sixth (6^{th}) dedicated Edinburg unit is dispatched.

6. The company will have the ability to provide support during large scale incidents with own equipment.

___ Points 10

a. Highly Advantageous – Within 15 minutes to provide an ADD of 5 units.

___ Points 0

b. Not Acceptable – Any variation providing less resource than stated/required above in 6(A).

7. Additional requirements – the company will have the ability to provide: (Maximum – 10 Points)

___ Points 2

a. CAD integration software as first stage to a silent dispatch system: Yes/No

___ Points 2

b. Mobile data terminal to allow enhanced communication and reduced air traffic: Yes/No

SCOPE OF WORK/REQUIREMENTS FOR RESPONDENTS FOR EMERGENCY SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE Continued

VI. COMPARATIVE EVALUATION CRITERIA continued:

___ **Points 2**
c. AVL/GPS screen to the Provider Dispatch to locate the closest units to the incident: Yes/No

___ **Points 2**
d. New CAAS ambulance accreditation: Yes/ No

___ **Points 2**
e. Driver Monitoring System: Yes/ No

___ **Points 10**
8. Experience with providing emergency medical response for large scale disasters.

9. Staffing:

___ **4 Points**
a. Qualifications Disciplines/Skills - Supervisors/Employees.

___ **3 Points**
b. Quality Assurance/Improvements and Complaint Performance.

___ **3 Points**
c. Medical Director Qualifications.

___ **10 Points**
10. Facility – Redundancy on facility features: UPS protection on computers, telephone systems, radio systems and backup generators.

CITY OF EDINBURG
PROPOSAL FORM FOR EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE

The undersigned hereby propose to furnish all equipment, labor and supervision required to furnish Mobile Intensive Care Ambulance Service for the CITY OF EDINBURG in accordance with the RFP Solicitation Terms contained within the Request for Proposals. We agree to provide such services to the CITY OF EDINBURG and also further agree that, if within forty five (45) business days after the opening of the proposals hereunder, this proposal or any part thereof shall be accepted by the CITY OF EDINBURG, as evidenced by written notice delivered to the undersigned at the address given below, to execute properly a Contract which includes, in part, those conditions as set forth in said RFP Solicitation Terms and to include any provisions which may be mutually agreed upon in addition to the above, which are included within the Proposal from The Provider, and not inconsistent with the RFP Solicitation Terms herein.

In accordance with Texas government code, the undersigned certifies that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

In accordance with T.G.C., the undersigned certifies that the proposer has filed all state tax returns and paid all state taxes required under law.

Legal Company Name:_____

Address: _____

Telephone Number: _____

Fax Number:_____

Signature of Authorized Company Officer:_____

Name & Title of Signatory: (voluntary):_____

Social Security or Federal ID Number:_____

Date: _____

Proposer acknowledges receipt of the following Addendums No.(s)

No. _____ Dated _____ No. _____ Dated _____

No. _____ Dated _____ No. _____ Dated _____

ADDITIONAL SUPPLEMENTAL INFORMATION FOR EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE

SUPPLEMENTAL INFORMATION FORM

All bidders shall submit responses to the following requests for information, which shall be used to assess the bidder's qualifications to provide ambulance service to the CITY OF EDINBURG. Failure of the bidder to answer any questions, or comply with any directive contained in the following forms may be used by the awarding authority as grounds to disqualify the bid from any consideration for award. If a question or directive does not pertain to your organization in any way, indicate that fact with the symbol N/A. If additional space is necessary, attach separate 8- inch x II-inch sheets of white paper.

A. HISTORICAL INFORMATION

A.1. Indicate exactly the name by which your organization is known.

A.2. Indicate the number of years your organization has been in operation under its present business name.

A.3. Indicate the number of years your organization has been in business as an ambulance provider under its current name.

A.4. Indicate all other names by which your organization has been known and the length of time known by each name.

B. ORGANIZATIONAL STRUCTURE

B.1. If a Corporation, list or attach the following:

a. Date of incorporation:
b. Type of corporation:
c. Name of President:
d. Name of Vice-President:
e. Name of Secretary or Clerk:
f. Name of Treasurer:
g. A copy of the Articles of Organization as filed with the State of Texas Secretary of State.
h. If incorporated in a state other than Texas, please attach similar forms as requested above.

B.2. If a Partnership, list or attach the following:

a. State in which organized:
b. Date or organization:
c. Type of Partnership:
d. Names of all principal partners:

ADDITIONAL SUPPLEMENTAL INFORMATION FOR EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE Continued:

B. ORGANIZATIONAL STRUCTURE Continued:

B.3. If a Business Trust, list or attach the following:
- a. State in which organized:
- b. Date of organization:
- c. Names of principal officers:
- d. A copy of Declaration of Business as filed with the state of Texas Secretary of State.

B.4. If a Sole Proprietorship, list or attach the following:
- a. Date business initiated:
- b. Name of owner:

C.ORGANIZATIONAL CAPACITY TO SERVE/EXPERIENCE

Answer or list by attachment the following information concerning the qualifications and experience of your organization:

C.1. Attach a copy of current License to Operate an Ambulance Service issued pursuant to regulations

C.2. Indicate by marking the appropriate space whether your license has been revoked, suspended or a renewal has been refused by the Texas Department of State Health Services during the five years prior to this Request for Bids.

Yes /No Less than 5 years of experience; if yes, please explain

C.3. Provide a list of all the communities within Texas for which your firm currently provides ambulance service. Include the name of a contact person for each community as well as the date the current contract began and the date it expires.

C.4. Indicate whether any municipal ambulance service contract with your firm was terminated within the past three (3) years.

Yes/No; if yes, please provide an explanation of such termination.

C.5. Provide a list of all communities within Texas for which your firm had a contract in the past three (3) years. Include the name of a contact person for each community and the reason, if any, that you no longer provide ambulance service to a community if such is the case.

C.6. Please provide a copy of the financial statement for your company of the year ending and 2015 and include any quarterly financial statements for the year 2016, if any. Note: we may want to include a request for company's tax return or Schedule C, as the company may not have a financial statement as it may not be a requirement.

ADDITIONAL SUPPLEMENTAL INFORMATION FOR EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE Continued:

C.7. Indicate whether your firm filed for bankruptcy during the past five- (5) years.

Yes /No; if yes, please explain

C.8. List or attach three (3) references for each of the following categories:
a. Vendor:
b. Hospital Official:
c. Bank:

C.9. Indicate whether your company has been involved in litigation within the past five (5) years wherein your company was a Defendant and the allegation were related to the services your company provides.

Yes/No; If yes, please provide the Cause Number and Style of the Case, a brief description of the case, and the disposition and/or status of the case

CITY OF EDINBURG
QUALIFICATIONS STATEMENT FOR EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE

It is the intent of the City of Edinburg to only solicit and review proposals from ambulance contractors who meet certain minimum qualifications, as noted below. If your firm cannot meet these qualifications, do not submit a proposal.

A firm that chooses to participate in this procurement process must place its proposal in an envelope clearly marked "PROPOSAL" and must place its qualification statement in a separate envelope clearly marked "QUALIFICATIONS." Upon receipt, the Purchasing Agent will first open and review each firm's qualification statement. If the firm meets the stated qualification criteria, then, and only then will the proposal envelope be unsealed for review. If the Purchasing Agent determines that the firm does not meet the minimum criteria for qualification, the proposal envelope will remain sealed and the proposal will not be considered or reviewed.

QUALIFICATION CRITERIA

1. List cities or counties with contact person and telephone numbers in which you have provided emergency service and/or transfers: (Length of time) Yes_____ No _____

_____

_____

_____

_____

*An emergency is defined as one involving serious injuries or illness which could result in loss of life or permanent injury. Normally, such emergency calls require the use of emergency warning devices such as audible and visual red lights and siren.

2. Has your firm operated at the Mobile Intensive-Care Unit (MICU) level?
   YES__ NO___

If yes, list cities or counties with contact persons and telephone numbers in which you have operated at the Mobile Intensive-Care Unit (MICU), Advanced Life Support (ALS), or Basic Life Support (BLS) level of service:

_____

_____

_____

Basic Life-Support Emergency Medical Services Vehicle Qualification. A vehicle qualifies as a basic life-support emergency medical services vehicle if it is designed for transporting the sick or injured and has sufficient equipment and supplies for providing basic life support. (V.A.C.S. Art 4447o, Sec. 1.03(13).)

QUALIFICATIONS STATEMENT FOR EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE Continued:

QUALIFICATION CRITERIA Continued:

A.) *Mobile Intensive-Care Unit Qualification. A vehicle qualifies as a mobile intensive-care unit if it:

(1) meets the requirements of an advanced life-support emergency medical services vehicle; and

(2) has sufficient equipment and supplies to provide cardiac monitoring, defibrillation, cardioversion, drug therapy, and two-way radio communication. (V.A.C.S. Art. 4447o, Sec. 1.03(15).)

3. Does your firm currently have a Provider License from the Texas Department of Health or can your firm meet those requirements currently?
   YES _____ NO _____

4. Has your firm operated a MICU level of "emergency" service in a city or county service area with population exceeding 130,000, or does your firm have a Provider License at an advanced level and have the financial and management ability to provide such service to a city of 90,000?
   YES _____ NO _____

If yes, list cities or counties with contact persons and telephone numbers and state details for each level of service provided.

_____

_____

_____

If not, do not submit a proposal.

Again, if you cannot answer "yes" to each of these four questions, do not submit a proposal. Simply submitting a qualifications statement is no guarantee that your proposal will be opened and reviewed. The Purchasing Agent will first determine if your responses to these questions meet our stated qualification criteria before a decision is made regarding whether or not to open the proposal envelope.

ORDINANCE NO. 2012-3546

AN ORDINANCE OF THE CITY OF EDINBURG, TEXAS, AMENDING THE CODE OF ORDINANCES AT TITLE XI-BUSINESS REGULATIONS, CHAPTER 111-AMBULANCES, §111.01 DEFINITIONS BY RE-DEFINING THE TERM "TRANSPORT SERVICES" BY DEFINING THE PROCESS OF PROVIDING TRANSPORT SERVICES WITHIN THE CITY OF EDINBURG; AMENDING §111.04 LICENSE ISSUANCE BY STANDARDIZING THE INSURANCE COVERAGE REQUIRED OF BOTH THE 911 PROVIDER AND THE NON-EMERGENCY AMBULANCE PROVIDERS; PROVIDING FOR WAIVER OF THE THREE SEPARATE READINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Title XI, Chapter 111 of the Code of Ordinances of the City of Edinburg provides for regulation of ambulance service in the City of Edinburg as authorized under Chapter 773 of the Texas Health and Safety Code; and,

WHEREAS, the City Council deems it appropriate to define the process of providing transport service within the City of Edinburg and to standardize the insurance coverage required of both the 911 provider and the non-emergency ambulance providers.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. REQUIREMENT BY LAW. All requirements of law have been met in the passing of this Ordinance, in accordance with Chapter 773 of the Texas Health & Safety Code.

SECTION II. The CODE OF ORDINANCES OF THE CITY OF EDINBURG TITLE XI-BUSINESS REGULATIONS, CHAPTER 111-AMBULANCES, SECTION 111.01 DEFINITIONS., is hereby amended, and shall read in its entirety as follows:

§ 111.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AMBULANCE. A vehicle used for emergency medical care that provides:

- A driver's compartment;
- A patient compartment to accommodate an emergency medical services provider (EMSP) and one patient located on a primary cot so positioned that the primary patient can be given intensive life-support during transit;

- Equipment and supplies for emergency care at the scene as well as during transport;
- Safety, comfort, and avoidance of aggravation of the patient's injury or illness;
- Two-way radio communication; and
- Audible and visual traffic warning devices.

EMERGENCY CIRCUMSTANCES. The existence of circumstances in which the element of time in transporting the sick, injured or wounded for medical treatment is essential to the health or life of such person.

EMERGENCY SERVICE. The emergency ambulance trip to the place of emergency and rendering of first aid and assistance, and the trip to the hospital or other specified destination.

TRANSPORT SERVICE.

(1) Shall include the non-emergency pickup and delivery within the limits of the city of sick, injured or wounded persons where the element of time in transporting said sick, injured or wound persons (patients to or from a hospital, rest home or other health care institution) is not essential to the health or life of such patient. Such transport vehicles shall contain an EMT and paramedic at all times during the transportation of a patient. The transport service regulated hereby does not regulate the pickup of a patient outside the city or the delivery of a patient outside the city.

(2) Responding to a 9-1-1 (assisting the city contracted ambulance company). Such transport vehicles shall have minimum of a MICU vehicle and a paramedic attendant, unless specifically directed otherwise by city emergency personnel (i.e. major emergency situation with multiple injuries).

SECTION III. The CODE OF ORDINANCES OF THE CITY OF EDINBURG TITLE XI-BUSINESS REGULATIONS, CHAPTER 111-AMBULANCES, SECTION 111.04 LICENSE ISSUANCE, is hereby amended, and shall read in its entirety as follows:

§ 111.04 LICENSE ISSUANCE.

(A) The City Manager or his designee duly appointed by the City Manager shall issue a license if he/she determines:

(1) That the applicant proposes to maintain a sufficient number of ambulances with adequate equipment to efficiently serve the general public in the city and that the granting of such license will promote the health, safety and general welfare of the general public.

(2) That the applicant shall file with the Planning and Zoning Director or his designee insurance policies providing insurance coverage for each vehicle owned or operated by the applicant for injury to or death of persons in accidents resulting from any cause for which the owner or operator of the vehicle would be liable on account of any liability imposed on such person by law, regardless of whether the ambulance was being driven by the

owner or owner's employees, agent or lessee. Applicant shall provide insurance coverage in all categories equivalent to the current contracted 911 provider.

(3) Liability for injury to any one person, $1,000,000.
  (a) Liability arising out of one occurrence, for injury to one or more persons arising out of one occurrence, $1,000,000.
  (b) Property damage, per occurrence, $1,000,000.
  (c) Malpractice for injury to any one person, $1,000,000.

(4) That the applicant and applicant's agents and employees hold all licenses required by state laws.

(5) That a satisfactory method of communication between licensee and the Police Department, Fire Department including any agency within the city which may be tasked with enforcement of this Ordinance, has been agreed upon.

(6) As a condition of obtaining a license, the applicant or its designated agent shall execute a hold harmless, defend and indemnification agreement with the city in substantially the form provided in Exhibit "A" of Ordinance No. 2214, passed July 18, 2000.

(B) The determination of the City Council shall be final and conclusive and non-appealable.

(C) *Issuance.*
  (1) After receipt of an application for a license as required by this division of an emergency medical services provider, the City Manager and/or his designee shall consider such application and shall review any information the applicant may wish to present.

  (2) Upon receipt of a recommendation by the City Manager or his designee a final determination shall be made by the City Council, which shall be final and conclusive and without appeal.

(D) *License issuance requirements.* The public convenience and necessity require the proposed ambulance or transport service for which the application has been submitted. In determining whether public convenience and necessity require the licensing of the proposed ambulance or transport service, the City Manager and/or his designee shall consider whether the public is, at the time, adequately served, the financial responsibility of the applicant, the number, kind and type of equipment, certification levels of personnel on units, the schedule of rates proposed to be charged, the increased traffic congestion upon the streets of the city, the demand for increased parking space upon the streets which will result, whether the safe use of the streets by the public, both vehicular and pedestrian, will be preserved, and such other facts as may be relevant to the above, including the service provided by the Fire Department at the time.

SECTION IV. WAIVER CLAUSE. The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

SECTION V. SEVERABILITY CLAUSE. If any section, part or provision of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION VI. CODIFICATION. The provisions of Sections II through III of this Ordinance shall be published and/or deleted in the appropriate section of the Code of Ordinances of the City of Edinburg, Texas as soon as practicable.

SECTION VII. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and publication according to law.

READ, CONSIDERED, PASSED and **APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 17th day of January 2012.

CITY OF EDINBURG

BY: _____
Richard H. Garcia, Mayor

ATTEST:

BY: _____
Myra Ayala-Garza, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:
Gonzalez Palacios, LLP
Attorneys at Law

BY: _____
City Attorney