



NOTICE TO RESPONDENTS

The City of Edinburg is soliciting competitive sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFPS will be received until **3:00 p.m. Central Time**, on **Tuesday, August 9, 2022**, shortly thereafter all submitted RFPS will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFPS. RFPS will not be accepted by telephone or facsimile machine. All RFPS must bear original signatures and figures. The RFP shall be for:

RFP 2022-022 EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Assistant Purchasing Manager, at (956) 388-1895 or at the following e-mail address: lfuentes@cityofedinburg.com.

The City of Edinburg reserves the right to refuse and reject any or all RFPS and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFPS for a period of **90** days without taking action.

Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **August 9, 2022 until 3:00 p.m.** for consideration. RFPS shall be submitted in sealed envelopes as called referenced on the attached solicitation. Six (6) complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the RFP for "**RFP 2022-022 EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE**"

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78539

If Mailing Proposals:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

RFPS must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

CITY OF EDINBURG INSTRUCTIONS TO RESPONDENTS

PURPOSE

The purpose of these requirements and proposal documents is to award a Service Contract for:

RFP 2022-022 EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE

INTENT

The Emergency Medical Services with Mobile Intensive Care Ambulance Service 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.

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.

SUBMITTAL OF PROPOSAL

Proposals shall be submitted in sealed envelopes as referenced on the attached solicitation. **Six (6) complete sets** of the response **One (1) ORIGINAL** marked “ORIGINAL” and **Five (5) COPIES** marked “COPY 1”, “COPY2”, “COPY 3”, etc. of their response, complete with all supporting documentation. In addition, a **USB** with a PDF file of response must be provided. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFPs become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor),
Edinburg, Texas 78541
If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

AUTHORIZATION TO BIND RESPONDENT TO RFP

RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid 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 whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP 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 shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, 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.

QUESTIONS AND CLARIFICATIONS

Questions and clarifications that change or substantially clarify the Request for Proposals will be affirmed in writing and copies will be provided to all firms on record responding to RFP. **Any inquiries to this RFP must be submitted to Ms. Lorena Fuentes, Assistant Purchasing Manager, at the following e-mail address: lfuentes@cityofedinburg.com no later than Tuesday, July 28, 2022 at 5:00 p.m.**

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold proposals 90 days after proposal opening without taking action. Respondents are required to hold their proposals company for same period of time.

RIGHT TO REJECT/AWARD

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.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract in response to this RFP.

STATUTORY REQUIREMENTS

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 through written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO PROPOSAL

Proposals **CANNOT** be altered or amended after opening time. Alterations made before proposal is turned in must be initiated 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.

LIST OF EXCEPTIONS

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.

SYNONYM

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.

RESPONDENT'S EMPLOYEES

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.

INDEMNIFICATION CLAUSE

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. 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.

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of Proposals shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of 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 paragraph entitled "**Addenda and Modifications**".

VERBAL THREATS AND OFFICIAL CONTACT

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 Respondent/Consultant on contract. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of Proposals and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

CONFIDENTIAL INFORMATION

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.

PAST PERFORMANCE

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

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.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, 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. In the event any such overpayment 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.

VENUE

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.

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.

DELAY IN SERVICE DELIVERY

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. 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.

TIME ALLOWED FOR EXECUTION OF CONTRACT

Number of days required for the successful responded 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 NEGOTIATE

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.

CONFLICT OF INTEREST

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 <https://www.ethics.state.tx.us/data/forms/conflict/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 <https://www.ethics.state.tx.us/filinginfo/1295/>

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF AGENCY CONTRACT

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 through certified mail, 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.

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's 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 RFP 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. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFP PREPARATION COSTS

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.

EQUAL EMPLOYMENT OPPORTUNITY

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.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all

applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

NON-COLLUSION

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid. The following forms must be completed with your bid response.

- **Conflict of Interest Questionnaire**
- **HB 89 Verification Form**
- **SB 13 Verification Form**
- **SB 19 Verification Form**
- **Non-Collusion Affidavit**

The forms stated above MUST be returned as part of your Bid response. Failure to include these forms may result in your Bid being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the Bid. * **FORM 1295 (CERTIFICATE OF INTERESTED PARTIES) is not required with the bid submittal but will be required from the awarded party before entering into a contract with the City of Edinburg.**

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.

STANDARD INSURANCE REQUIREMENTS

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 Accord Form 25 as the Certificate of Insurance only.

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.

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

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability	
Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability	
Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability	
Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend

for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

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 (\$1,000,000.00) 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.
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.
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 Accord 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.

BID BOND INFORMATION – (CONSTRUCTION PROJECTS ONLY)

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

HISTORICALLY UNDERUTILIZED BUSINESS

Firm(s)/Sub Firm(s) will be required to comply with the President's Executive Order No. 11236 and Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Firm(s)/Sub Firm(s) must comply with the Title VI of the Civil Rights Act of 1964, Minority and Women Owned Business Enterprise standards and affirmative action requirements.

RIGHT TO WAIVE

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.

ANTI-LOBBYING PROVISION

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. Violations of this provision may result in the rejection of the respondent's proposal.

OMISSIONS

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

If the 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.

LITIGATION

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.

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

INTENT AND PURPOSE

The CITY OF EDINBURG seeks proposals from qualified providers for **RFP# 2022-022 EMERGENCY MEDICAL SERVICES WITH MOBILE INTENSIVE CARE AMBULANCE SERVICE.** 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.

The City of Edinburg is a growing community that has experienced significant growth. The current population is 102,000 plus residents. The City is the county seat for Hidalgo County and is home to the University of Texas Rio Grande Valley with 30,000 students. The City is home to two hospitals; South Texas Children's/Edinburg Regional Medical Center and Doctor's Hospital at Renaissance and there are three free standing hospitals with multiple nursing homes and assisted living centers.

The City is very engaged in multiple city hosted events every week and weekend of the year. Edinburg has a major highway system running through the city from North to South approximately 15 miles inside the city. This is the gateway to the Rio Grande Valley. There are four school districts and two church schools in the City that provide education to over 50,000 students.

There are an average of 800 – 1000 calls for ambulance services each month that are received through 9-1-1 and emergency lines. The City of Edinburg is looking for a company that can provide pre-hospital mobile intensive care services to the citizens and visitors. The selected company must exhibit the diverse business sense and capabilities to produce a turn-key solution.

PROPOSAL AND SUBMISSION REQUIREMENTS

1. Proposals must be received no later than **Tuesday, August 9, 2022 until 3:00 p.m.** at the City of Edinburg City Secretary's Office.

Hand-deliver RFP's: 415 W. University Drive, Edinburg, TX 78541-City Secretary (1st Fl.)

If using Land Courier (i.e., FedEx, UPS): 415 W. University Drive, Edinburg, TX 78541

Mail RFP's: P.O. Box 1079, Edinburg, TX 78540-1079

2. Six (6) 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: **RFP #2022-022 Emergency Medical Services with Mobile Intensive Care Ambulance Service.**
3. Respondents are advised that a formal **Paper Sealed Bid** is required

Paper Sealed Proposal Submittal:

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.

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
4. The successful proposer agrees to provide service within the CITY OF EDINBURG at a reasonable cost to the City of Edinburg.
 5. 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.
 6. 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).
 7. 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 City of Edinburg reserves the right to refuse and reject any or all RFPs and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFPs for a period of **90** days without taking action.

Minimum Evaluation Criteria shall include:

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 9-1-1 EMS service to at least one (1) other comparable community, 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

CONFIDENTIAL INFORMATION

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.

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 MICU ambulance units (24) hours per day, strategically placed within the limits of the CITY OF EDINBURG. These vehicles shall be dedicated to 9-1-1 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 backup 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 dedicated unit having been dispatched.

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 ten (10) 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) and Paramedics as defined by Texas Administrative Code 157.33 (certifications).

The provider shall furnish the CITY OF EDINBURG a 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 on 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.

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 a minimum of one – (1) paramedic and (1) Emergency Medical Technician with a minimum of 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 9-1-1 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
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 radio to communicate with the 9-1-1 Dispatch Center when personnel are not in the vehicle. All backup units shall be equipped with some means of communication 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.

RESPONSE TO CALLS

The provider shall respond immediately to all calls for service by the CITY OF EDINBURG 9-1-1 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 Police 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 term 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.

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:

- A) To ensure the providers continued compliance with the provisions of the agreement
- B) To review response times
- C) To review paramedic skill performance
- D) To address and resolve specific issues/problems; and
- E) To generally coordinate EMS operations in the City of Edinburg

The provider shall provide the City with a monthly written performance report by the second week of each month during the term of this agreement. Each monthly performance report shall include, but not necessarily be limited to the following information:

- 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
- 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. 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 provider’s 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 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.

FACILITIES, SERVICES AND RESOURCES MADE AVAILABLE TO THE CITY OF EDINBURG AND COMMUNITY OUTREACH PROGRAMS

1. The provider shall respond to all Fire or Police emergencies as directed 9-1-1 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 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.

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.

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).

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 for non-emergency ambulance service from being made to any provider.

INSURANCE

As stated on instructions to Respondents, "Standard Insurance Requirements".

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 the CITY OF EDINBURG. The provider's obligations shall be secured by producing the full line insurance coverage (e.g. Motor Vehicle, General Liability, Hazardous Operations, Worker's Comp., Professional Liability, etc.) – occurrence type, no "Claims Made" – in minimum amounts of \$500,000/person, \$1,000,000/occurrence with excess/umbrella coverage of \$1,000,000 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").

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 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.

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.

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.

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.

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

___ **Points 10** ___ **Points 5 (Partially Meets)** ___ **Points 0 (Does Not Meet)**

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** ___ **Points 5 (Partially Meets)** ___ **Points 0 (Does Not Meet)**

a. Highly advantageous - Service is **centrally located** in relation to the geographical distribution of call volume across the CITY OF EDINBURG with ambulances specifically dedicated and immediately available at all times to the 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 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.

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

___ **Points 10** ___ **Points 5 (Partially Meets)** ___ **Points 0 (Does Not Meet)**

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

___ **Points 0**

b. Not Acceptable (NA) - The provider cannot accept and complete all provisions listed as 1-7 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 ambulances less than five (5) years old to service the CITY OF EDINBURG.

___ **Points 5**

- b. Advantageous - The provider will provide a fleet of ambulances to service the CITY OF EDINBURG that are less eight (8) years old from the date of service throughout the life of the contract.

___ **Points 0**

- c. Not acceptable (NA) - The provider will provide a fleet ambulances that are more than ten (10) years old.

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 and plan to automatically assign a back-up ambulance to the CITY OF EDINBURG when the dedicated Edinburg unit is dispatched. This unit must be geographically located so as to have the ability to respond to EMS calls and to arrive within Edinburg city limits within ten (10) minutes after the last dedicated Edinburg unit is dispatched.

___ Points 5

- b. Not acceptable (NA) - The provider has the ability and plan to automatically assign a back-up ambulance to the CITY OF EDINBURG when the last dedicated Edinburg unit is dispatched. This unit must be geographically located so as to have the ability to respond to EMS calls and to arrive within Edinburg city limits within twenty (20) minutes after the last dedicated Edinburg unit is dispatched.

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

___ Points 10

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

___ Points 5 (partially meets)

- b. 2 – 4 Units

___ Points 0

- c. Not acceptable (NA) – No extra units available

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

Circle One:

___ 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

___ Points 2

- c. AVL/GPS screen to the provider dispatch to locate the closest units to the incident: Yes/No

___ Points 2

- d. CAAS ambulance accreditation: Yes/No

___ Points 2

- e. Driver Monitoring System: Yes/No

8. Experience with providing emergency medical response for large scale disasters.

___ Points 10 ___ Points 5 (Partially Meets) ___ Points 0 (Does Not Meet)

9. Staffing:

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

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

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

10. Facility – Redundancy on facility features: UPS protection on computers, telephone systems, radio systems and backup generators.
 Points 10 **Points 5 (Partially Meets)** **Points 0 (Does Not Meet)**

**CITY OF EDINBURG
PROPOSAL FORM
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 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 11-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 of organization:
 - c. Type of Partnership:
 - d. Names of all principal partners:

- 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 company 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 company 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 company 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 2020 and include any quarterly financial statements for the year 2022, 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.

C.7. Indicate whether your company 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) yeas wherein your company was a Defendant and the allegations 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

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?
- Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?
- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

I have no conflict of interest to disclose

I have the following conflict of interest to disclose:

Date:

Printed Name and Title:

Company/Vendor Name:

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of

_____, (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

SENATE BILL 13 VERIFICATION

I, _____, the undersigned representative of

_____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

- 1) does not boycott energy companies and;**
- 2) will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

- 1. "Boycott energy company" has the meaning assigned by Section 809.001; and*
 - 2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.*
-

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

SENATE BILL 19 VERIFICATION

I, _____, the undersigned representative of

_____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*

a) *means, with respect to the entity or association, to:*

i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*

ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*

iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*

b) *does not include:*

(i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*

(ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*

(aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

- 4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*
- 5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*
- 6) *"Firearm entity" means:*
- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and*
 - b) a sport shooting range as defined by Section 250.001, Local Government Code.*
- 7) *"Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:*
- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*
 - b) has two or more firearm entities as members; and*
 - c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*
-

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

_____, being first duly sworn, deposes and says that: *(Name)*

- (1) He is President of _____, the Bidder that has submitted the attached Bid;
(Company)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title _____

Subscribed and sworn to me this _____ day of _____ 20____.

By:

Notary Public

My commission expires

