

**REQUEST FOR PROPOSAL (RFP) #20-4044
EMERGENCY MEDICAL SERVICES
GUADALUPE COUNTY
January 14, 2020**

PROPOSAL DUE DATE and TIME: WEDNESDAY, February 19, 2020 at 2:00PM CST.

Guadalupe County (herein after referred to as "County" or "Guadalupe County") seeks Competitive Sealed Proposals in response to this Request for Proposal (RFP) for Emergency Medical Services

Competitive Sealed Proposals must be submitted with **one (1) original, one (1) copy, and one (1) electronic copy of the entire Proposal on a flash drive.**

IMPORTANT DATES:

PRE-PROPOSAL MEETING: January 29, 2020 at 2:00PM

A pre-proposal conference will be conducted by Guadalupe County in Emergency Management Training Room, located on the second floor of the Guadalupe County Courthouse, at 101 E. Court Street, Seguin, Texas, 78155. This is to provide an opportunity for all interested vendors to ask questions.

PROPOSAL DUE DATE and TIME: Proposals are due by 2:00 p.m. on WEDNESDAY, February 19, 2020 at 2:00PM CST.

Proposals must be delivered by mail, express mail, or in person to:

Mailing Address:

Purchasing Agent - Guadalupe County
212 West Nolte Street
Seguin, Texas 78155

All Proposals must be in a sealed envelope clearly marked with Proposal name, Proposal number, and opening date in the lower left-hand corner of the envelope.

All questions and correspondence must be directed to the Purchasing Agent – Guadalupe County and submitted in writing via email to purchasing@co.guadalupe.tx.us.

Respondents shall restrict all contact with the County and direct all questions, in writing, via email, regarding this RFP, to the County's Purchasing Agent. Do not contact members of the Commissioners' Court, Elected Officials, Department Heads, or other employees of Guadalupe County regarding this RFP. Contact with any county employees regarding this RFP, after issuance of the RFP and before selection is made, will result in disqualification.

Enclosed for your consideration is the RFP with all attachments. To be considered for this purchase, your firm must meet the qualifications and satisfy the requirements set forth in the RFP.

Proposer shall sign and date the Proposal on pages that require a signature and date. Proposals, which are not signed and dated in this manner, may be rejected.

Please note that all Proposals must **be received at the designated location by the deadline shown**. Proposals received after the deadline will **not be considered** for the award of the contract and shall be considered void and "Non-Responsive" in accordance with state law.

Guadalupe County is very conscious and extremely appreciative of the time and effort you have expended to submit a Proposal. If your response to this RFP is a "No Proposal" response, submit a "Statement of No Proposal" stating your reason and any requirement of this RFP which may have influenced your decision.

Any interpretation of the RFP will be made only by RFP Addendum duly issued by the Purchasing Office. Guadalupe County reserves the right to accept or reject any or all Proposals as it deems in its best interest and to waive any formalities.

It is the Proposers responsibility to verify the issuance of Addenda in regard to this Proposal. All Addenda shall be made available to all known Proposers and shall be posted on the Guadalupe County Purchasing Website at:

<http://www.co.guadalupe.tx.us/purchasing/RFP.php>.

Guadalupe County shall not be responsible for failed internet connections or power interruptions.

TABLE OF CONTENTS

PART I. INTRODUCTION

PART II. SCOPE OF WORK

PART III. INSTRUCTIONS FOR PROPOSAL RESPONSE

ATTACHMENT A: PROPOSAL CERTIFICATION

ATTACHMENT B: PROPOSAL SUBMISSION FORM

ATTACHMENT C: SAMPLE PERFORMANCE BOND

ATTACHMENT D: DISCLOSURE REQUIREMENTS

ATTACHMENT E: AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, ANTI-LOBBYING

ATTACHMENT F: INDEMNITY AGREEMENT

ATTACHMENT G: SWORN VERIFICATION OF STATEMENT

ATTACHMENT H: W-9 REQUEST FOR TAXPAYER IDENTIFICATION

ATTACHMENT I: CERTIFICATE OF INTERESTED PARTIES

ATTACHMENT J: MAP OF SERVICE AREA

PART I. INTRODUCTION

1.1 General Information

1.1.1 Guadalupe County is a political subdivision of the State of Texas. The governing body of the County is the elected five-member Commissioners Court in accordance with the Texas Constitution, Article 5, §18(b). The Commissioners Court consists of, the County Judge, who is elected at large to a four-year term, and four County Commissioners, each elected to represent a precinct within the County for a four-year term. In all Texas counties, the County Judge presides over Commissioners Court meetings.

1.1.2 Guadalupe County, which serves an area of 715 square miles, is located approximately one hundred miles inland from the Gulf of Mexico in south central Texas and is bounded by Comal, Hays, Caldwell, Gonzales, Wilson, and Bexar Counties. The population of the County has steadily grown from 64,873 in 1990 to 131,533 in 2010, with the U.S. Census Bureau estimating the County's current population at 155,265.

1.1.3 Inquiries/Questions concerning this Request for Proposal (RFP) must be submitted in writing via email no later than **February 5, 2020 at 5:00PM CST**. All inquiries must be directed to the Purchasing Agent at:

Purchasing Agent - Guadalupe County
212 West Nolte Street
Seguin, Texas 78155
purchasing@co.guadalupe.tx.us

Note: It is the responsibility of the person submitting the inquiry to verify that the Purchasing Department has received inquiry.

1.1.4 Deadline for submitting Proposals is **February 19, 2020 at 2:00PM CST**. NOTE: The Time-Date Stamp Clock located in the Guadalupe County Purchasing Office, will serve as the **OFFICIAL CLOCK** for the purpose of verifying the date and time of receipt of Proposals. Hours of delivery/service shall be between 8:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise stipulated.

1.1.5 Submittals: One original (1), one (1) copy, and one (1) electronic copy of the entire PROPOSAL on a flash drive must be submitted in a sealed envelope clearly labeled with the RFP name, RFP number, and opening date in the lower left-hand corner of the envelope.

1.1.6 Acceptance - All Proposals must include a statement that they are valid for a minimum period of ninety (90) days subsequent to the RFP closing date.

1.1.7 Late Proposals - will not be considered. Each Proposer shall be solely responsible for ensuring that the County receives the Proposal within the time limit indicated.

1.1.8 Non-appropriation - The County may cancel the contract should the present or any future County Commissioners Courts not appropriate funds in any fiscal year for the payment of this agreement. No penalty shall attach in the event of any such non-appropriation. In the event of non-appropriation, the County shall give the successful Proposer written notice of cancellation and the

County shall not be obligated to make any payments beyond the end of the fiscal year for which funds were appropriated (related to a subsequent fiscal year).

1.1.9 Costs – Costs related to preparation of a response shall be the responsibility of the Proposer. There is no expressed or implied obligation for Guadalupe County to reimburse Proposers for any expense incurred in preparing a Proposal in response to this RFP and Guadalupe County will not reimburse Proposers for these expenses.

1.1.10 Ownership of Proposal – Each Proposal shall become the property of Guadalupe County upon submittal and will not be returned to Proposers.

1.1.11 Right of Rejection - Guadalupe County reserves the right to reject any or all Proposals submitted and to waive any informality in Proposals received.

1.1.12 Clarification or Additional Information Requested - During the evaluation process, Guadalupe County reserves the right, where it may serve Guadalupe County's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of Guadalupe County, firms submitting a Proposal may be requested to make oral presentations as part of the evaluation process.

1.1.13 Right of Retention - Guadalupe County reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected, provided that the information was not marked as "Proprietary and or (Confidential)". Submission of a Proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between Guadalupe County and the firm selected.

1.1.14 Award - it is anticipated that Guadalupe County Commissioners Court will award the contract for Emergency Medical Services.

2.1 General Contract Terms and Conditions

The parties, Guadalupe County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") and (hereinafter referred to as "Vendor," "Proposer,"), hereby agree upon the following terms and conditions:

2.2.1 Contract - This Proposal, submitted documents and any negotiations, when properly accepted by Guadalupe County, shall constitute a contract equally binding between the successful Proposer and Guadalupe County. No different or additional terms will become a part of this contract with the exception of a Change Order.

2.2.2 Conflict of Interest - No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

2.2.3 Complete the Conflict of Interest Questionnaire (Texas Ethics Commission Form CIQ) - Complete this form and note if you have a conflict of interest with any County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

2.2.4 Equal Opportunity – Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

2.2.5 Confidentiality - All information disclosed by Guadalupe County to the successful Proposer for the purpose of the work to be performed or information that comes to the attention of the successful Proposer during the course of performing such work is to be kept strictly confidential.

2.2.6 Proprietary Information and Texas Public Information Act – All material submitted to the County as part of the Offeror's Proposal shall become public property and subject to the Texas Public Information Act upon receipt. If a Proposer does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary.

Note: Items marked "proprietary information" must meet the Texas Public Information Act requirements. Marking the entire submission, or large portions of the Proposal, "proprietary" will not meet the spirit, or the letter of the law, and will not be treated as proprietary information.

2.2.7 Addenda - Any interpretations, corrections or changes to this RFP will be made by addenda. Addenda will be emailed to all who are known to have received a copy of this RFP, Proposer shall acknowledge receipt of all addenda with Proposal submission.

2.2.8 Change Orders - No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and approved by the Commissioners Court.

2.2.9 Incorporation of Exhibits, Appendices and Attachments – All of the exhibits, appendices and attachments referred to herein are incorporated by reference as if set forth verbatim herein.

2.2.10 Assignment - The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Guadalupe County Commissioners Court.

2.2.11 Venue - This agreement will be governed and construed according to the laws of State of Texas. This agreement is performable in Guadalupe County, Texas.

2.2.12 Compliance with Laws – Guadalupe County and successful Proposer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers’ Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the successful Proposer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above as specified.

2.2.13 IRS Form W-9 Request for Tax Payer Identification Number and Certification:

The IRS W-9 Form must be completed, signed and returned with the Proposal response. More information on this form can be found at the Internal Revenue Service (IRS) website at <https://www.irs.gov/forms-pubs/about-form-w9>.

The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this Proposal.

2.2.14 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 may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The Texas Ethics Commission adopted rules and requires online filing of Form 1295 through their Website. The completed form, which will include a unique certification number, must be submitted to the County as part of your Proposal.

Information regarding how to complete the online form is available at:

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

2.2.15 Texas House Bill 89 – Prohibition On Investment In Companies That Boycott Israel:

During the 85th Texas Legislative Session, a new state law went into effect with the passing of House Bill 89. Texas Government Code, Chapter 2270.002 states a government may not enter into a contract with a Company for goods or services unless the contract contains written verification from the Company that it 1) does not boycott Israel and 2) will not boycott Israel during the term of the contract. Proposer must complete the form certifying that they are in compliance with these requirements. Prohibition on contracts with companies boycotting Israel per Texas Government Code, Chapter 2270.001, Definitions:

1. “Boycott Israel” has the meaning assigned by Section 808.001.
2. “Company” has the meaning assigned by Section 808.001.
3. “Government entity” has the meaning assigned by Texas Government Code, Section 2251.001.

2.2.16 Texas Senate Bill 252 – Prohibition On Contracting With A Company Doing Business With Iran, Sudan, Or A Foreign Terrorist Organization:

During the 85th Texas Legislative Session, a new state law went into effect with the passing of Senate Bill 252. Texas Government Code, Chapter 2252.152, states a government may not enter into a contract with companies engaged in active business operations with Sudan, Iran, a foreign terrorist organization or a Company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. Proposer must complete the form certifying that they are in compliance with these requirements.

Prohibition on contracts with certain companies per Texas Government Code 2252.151 Definitions:

1. "Company" has the meaning assigned by Section 806.001.
2. "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.
3. "Government contract" means a contract awarded by a government entity for general construction, an improvement, a service, or a public works project for purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Texas Government Code Chapter 2254.
4. "Government entity" has the meaning assigned by Texas Government Code, Section 2252.001.

2.2.17 Section 2252.152 – Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. A government may not enter into a governmental contract with a Company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

2.2.18 Section 2252.153 – Listed Companies. The Texas Comptroller of Public Accounts shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

2.2.19 Standard Insurance Policies Required:

All insurance requirements, including public liability and workers' compensation, as outlined in Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.

General Requirements applicable to all policies:

- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- "Claims Made" policies will not be accepted.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Guadalupe County.
- All insurance policies shall be furnished to Guadalupe County upon request.

The County requires that the Proposer awarded the contract maintain in force such insurance that will protect themselves and the County from claims which may arise out of, or result from the execution of, the work whether such execution be by themselves, their employees, subcontractors, or by anyone for whose acts may be liable.

2.2.20 INSURANCE AND LIABILITY:

During the period of this Contract, contractor shall maintain at their expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

1. Name Guadalupe County as additional insured, as its interests may appear.
2. Provide County a waiver of subrogation.
3. Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
4. Provide the County a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award. **Also, ensure your certificate contains the contract number as indicated on the Contract Award form when issued by Guadalupe County.**
5. Submit an original certificate of insurance reflecting coverage as follows:

Professional malpractice liability policy in a minimum amount of \$2,000,000.

Automobile Liability:	\$1,000,000
Bodily Injury (Each person)	\$1,000,000
Bodily Injury (Each accident)	\$1,000,000
Property Damage	\$1,000,000

General Liability (Including Contractual Liability):	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000

Excess Liability:	
Umbrella Form	\$3,000,000

Worker's Compensation:	Statutory (\$500,000)
------------------------	-----------------------

2.2.20.1. Performance Bond. A performance bond in the amount of \$500,000 will be required of the successful vendor upon award of contract. The bond shall remain in effect for the term of the contract. Contractor shall obtain prior to commencement of operations and maintain throughout the term of the contract a performance bond issued by an admitted surety licensed in the State of Texas acceptable to County, provided that the language of such performance bond shall recognize and accept the contract's requirements for immediate release of funds to the County upon determination by the County that Contractor is in major breach and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of the performance security funds to the County.

2.2.21 Indemnification - Successful Proposer shall defend, indemnify and hold harmless Guadalupe County and all its officers, agents and employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages (including but not restricted

to death) received or sustained by any person, persons, or property on account of, arising out of, or in connection with the performance of the work or any negligent act or omission or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Proposal award. Successful Proposer shall pay any judgment with cost which may be obtained against Guadalupe County growing out of such injury or damages.

2.2.22 Termination of Contract - This contract shall remain in effect until contract expires, completion and acceptance of services or default. Guadalupe County reserves the right to terminate the contract immediately in the event the successful Proposer fails to:

Meet delivery or completion schedules, or otherwise perform in accordance with the accepted Proposal.

Breach of contract or default authorizes the County to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting Proposer.

Either party may terminate this contract with one hundred eighty (180) days written notice prior to either party stating cancellation. The successful Proposer must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to: Guadalupe County Judge, 101 E. Court, Room 319, Seguin, Texas 78155.

2.2.23 Performance of Contract - Guadalupe County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

2.2.24 Invoices - Invoices shall be sent directly to the Guadalupe County Auditor's Office, attention Accounts Payable, 307 West Court Street, Suite 205, Seguin, Texas 78155. The invoices shall show:

- Firm name and address
- Purchase Order Number
- Detailed breakdown of all charges for the services delivered, stating the applicable period of time
- Signature of County employee accepting delivery

2.2.25 Payment - Payment will be made within thirty (30) days after satisfactory acceptance by the County of all completed services and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Payment requests must be submitted in accordance with the contracted payment schedule.

3.1 CONTRACT PERIOD - The initial contract period shall be a term of three (3) years from the date of contract execution, or as otherwise specified. The Contractor may receive, at the discretion of the County, up to four (4) extensions of two (2) years each. To exercise a contract term extension, Contractor must, no later than six (6) months prior to the end of each term, request in writing for an additional two (2) year extension. In the event the parties desire to extend the term of this Contract for a term longer than eleven (11) years, the parties may do so by mutual agreement in writing.

3.2 ESCALATION/DE-ESCALATION CLAUSE- If during the life of the contract, the offeror's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction. A price re-determination may be considered by County only at the anniversary date of the contract. All requests for price re-determination shall be in written form, shall be submitted no later than six (6) months prior to the end of each term and shall include supporting documentation. Requests for price redetermination shall be based on the percentage increase for the previous twelve (12) month period in the "Medical Care" component of the Consumer Price Index (CPI). In order to receive consideration for a price redetermination, Offeror must be in good standing, meet the minimum requirements of contract, and be performing above the 80% of response times. Renegotiated increase in price can run from 0 to 10 percent. Price increase will be no greater than ten percent (10%) above the current price of this contract. Requests for price redetermination shall be based on the percentage increase for the previous twelve (12) month period in the "Medical Care" component of the Consumer Price Index (CPI). County reserves the right to research products and the amount of increases during the contract year. County also reserves the right not to renew if the escalated cost is above ten-(10) percent. **PRICE REDUCTION:** If during the life of the contract, the offeror's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

3.3 LOCAL PREFERENCE- In accordance with Local Government Code §271.905, if a local government receives one or more Proposals from a Proposer whose principle place of business is in the County and whose Proposal is within three percent of the lowest Proposal price received by the County from a Proposer who is not a resident of the County, the County may enter into a contract with: (1) the lowest Proposer; or (2) the Proposer whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local Proposer offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government. This section does not prohibit a local government from rejecting all Proposals.

3.4 FIRM PRICING- All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of Proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be until the end of the contract per the Proposal document. Proposer shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and provisions contained herein as specified in individual delivery orders. Actual requirements will be stated through issuance of individual Purchase Orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such orders are issued.

3.5 EVALUATION CRITERIA- Criteria utilized by Guadalupe County for determining the lowest responsible Proposer includes, but is not limited to:

- 50 Points: The cost of services to the County

- 30 Points: Scope of Services-County will analyze the Offeror's response to scope of services and the extent to which the services meet the County's needs.
- 10 Points: Company Background and Experience. Offerors who have proven experience at public sector sites similar in scope, size and complexity to the County are preferred. Offerors should provide a list of clients with active contracts within the last five (5) years.
- 10 Points: Implementation Plan / Staffing- The certifications and credentials of EMT personnel: Provide Resumes of qualified EMT's that will be involved in the staffing and implementation plan.

3.6 PROTESTS- Protests before award must be submitted in writing to the Purchasing Agent not later than six (6) calendar days after Proposal opening, and protests after award must be submitted within ten (10) calendar days after award by Commissioners Court. The Purchasing Agent shall rule on the protest in writing within ten (10) calendar days from date of receipt. Any appeal of the Purchasing Agent's decision must be made within ten (10) calendar days after receipt thereof and submitted to the Purchasing Agent, who shall present the matter for final resolution to the Commissioners Court. Appellant shall be notified of the time and place the appeal is to be heard by Commissioners Court and afforded an opportunity to present evidence in support of the appeal.

3.7 CONTRACT ADMINISTRATION- Under this contract, the County Emergency Services Administrator, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Guadalupe County Commissioner's Court and the successful Proposer.

3.8 Inter-local Participation - It is hereby made a precondition of any Proposal/offer for a Contract for supplies or services and a part of these specifications, and that the submission of any Proposal/offer in response to this request constitutes a Proposal/offer made under the same conditions, for the same price, and for the same effective period as this Proposal/offer, to any other governmental entity having or entering into an inter-local agreement with Guadalupe County.

PART II. SCOPE OF WORK

4.1 The intent of this Scope of Work is to solicit competitive sealed proposals to provide 911 Emergency Basic Life Support (BLS) with Mobile Intensive Care Unit (MICU) capabilities Ambulance Service for Guadalupe County. The County is seeking the highest quality, most reliable paramedic ambulance services at the most reasonable and competitive cost. Guadalupe County residents are defined as having a permanent residence address in Guadalupe County.

4.2 MINIMUM REQUIREMENTS: Successful proposals will include, at minimum, the items listed in 4.2 through 4.17.4.:

4.2.1. Proposer shall maintain compliance with the Texas Administrative Code, Chapter 157 Emergency Medical Care.

4.2.2. Proposer shall provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency and non-emergency calls referred to the Proposer by the County.

4.2.3. The Proposer will be responsible for supplying vehicles, equipment and supplies, and radios that meet or exceed standards for inter-operable communications with the Guadalupe County Emergency Services / E-911 Division. All vehicles shall be equipped with a compatible transponder to be tracked by Proposer dispatch. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the contract for response to public needs.

4.2.4. Proposer shall furnish all manpower and supervision for the operation of a centralized dispatch center, and, provide sufficient certified personnel in the dispatch center at all times to allow prompt answering of all requests for emergency service.

4.2.5 The Proposer shall apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law and provide copies of all licenses to the County Emergency Services Administrator before services start.

4.2.6 The Proposer shall accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment. In general, insurance will cover the cost of an ambulance ride when it's "medically necessary". The Proposer shall not bill County residents that have medical insurance when the ride is "medically necessary".

4.2.7 The Proposer shall make emergency services National Fire Protection Association (NFPA), as defined by NFPA standards, available to all persons within the service area defined in the Contract.

4.2.8 The Proposer shall provide a standby ambulance and emergency medical personnel for standby upon request of the County Emergency Services Administrator, County Sheriff, Fire Chief's or Chiefs of Police of any municipality, at no additional charge to the County, when there is reason to believe a life threatening public emergency presently exists or is imminent in the County or in the jurisdictions of the municipalities participating in the contract, which includes standing-by at fire, rescue and hazardous materials response incidents.

4.2.9 Subject to the Proposer's reasonable policies and procedures regarding same, the Proposer shall permit observers from the public safety departments of the County. The Proposer's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.

4.2.10 The Proposer shall comply with all the County Emergency Operations Plans, or successor plans adopted and approved by Guadalupe County whenever the provisions of such plan or plans are in effect. The Proposer will participate in the Guadalupe County Local Emergency Planning Committee and the Active Threat Committee. The Proposer will also participate in all Emergency Operations Center (EOC) drills and activations.

4.2.11 The Proposer further agrees to participate in required community disaster drills as directed by Guadalupe County and within the Proposers resources and guidelines for such activities.

4.2.12 The Proposer may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.

4.2.13 The Proposer shall meet response times as outlined in "Response Time".

4.2.14 The Offeror shall have a minimum of five (5) years' experience providing 911 emergency services.

4.3. TRANSPORT

4.3.1 The Proposer shall provide emergency medical treatment and transportation from the scene to the closest appropriate health facility, based upon the chief complaint/illness/injury. Proposer will utilize Southwest Texas Regional Advisory Council (STRAC) guidelines for appropriate destination determination. Patients have the right to request transport to a particular facility within the County, however it is the responsibility of the Proposer's staff to communicate to the patient if their requested destination is not the closest, most appropriate facility to treat their condition.

4.3.2 The selected Proposer will transport Sheriff's Office and local area Police Department (PD), Fire/Rescue, and personnel who are injured in the line of duty at no additional charge.

4.4 COMMUNICATIONS EQUIPMENT

4.4.1 The Offeror shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. All radios shall operate on frequencies used by the County and participating cities.

4.4.2 Any vehicle that responds to a call in Guadalupe County shall have a fully operational vehicle and portable radio as described in 4.4.1.

4.5 DISPATCH & COMMUNICATIONS: The dispatch and communications section shall include at a minimum.

4.5.1. Describe how the Offeror will arrange for the appropriate dispatch of all emergency resources, either

internally or with an outside contractor, at the expense of the Offeror.

4.5.2. Each Offeror shall supply and maintain fully operational vehicle and portable radios that are compatible and operate on the frequencies used by all Entities covered in this RFP. Acknowledgment regarding adherence to this requirement must be included.

4.5.3. Describe how the Offeror will maintain communications with ambulances and field personnel.

4.5.4. Describe how maintenance of mobile and portable radios will be accomplished.

4.5.5. Describe how the Offeror will ensure redundancy/back-up of dispatch communications in the event of a manmade or natural disaster affecting primary dispatch location/services.

4.6 NOTIFICATION:

4.6.1. The County Emergency Services Administrator shall be notified immediately whenever the following occurs: mass casualty incidents; or motor vehicle accident involving an Offeror operated ambulance.

4.6.2. The County Emergency Services Administrator shall be notified immediately, within four (4) hours, whenever the following:

4.6.2.1. The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certification numbers;

4.6.2.2. The separation/termination or the employee status change of any of the Offeror's employees /involved in the delivery of services related to the contract; and

4.6.2.3. A change in the Offeror's management or supervisory structure.

4.7. AVAILABLE AMBULANCES:

4.7.1. When an ambulance is to be taken out of service for preventative or routine maintenance, another ambulance shall be put in place of the ambulance being taken out of service, until such time as the other ambulance is returned to service. Your proposal must include number of ambulances and locations where ambulances will response from.

4.8 RESPONSE TIME:

4.8.1. Average Response Time of twelve (12) minutes on all responses with an eighty percent (80%) of all responses in the Service Area. As used herein, the term "Emergency Request" shall include any response by the Offeror under the contract on an emergency service request received by the Offeror from Guadalupe County Dispatch or a call received directly from the public within the service area.

4.8.2. Response to Emergency Requests shall be determined the moment the Offeror's ambulance is notified of the emergency service request. The Offeror has a duty to immediately notify Guadalupe County Dispatch of the current location that the Offeror is located when service request is received.

4.8.3. If, in each monthly period, the Offeror fails to respond to Emergency Requests in accordance with the times stated in Response Time, it shall be assessed deductions set forth in this RFP.

4.8.4. For purposes of determining the Offeror's compliance with the response time standards as set forth in this RFP, and for calculating assessments, every Emergency Request for ambulance service shall be counted except as follows:

4.8.4.1. Requests during a disaster, locally or in a neighboring jurisdiction that an Offeror's ambulance is dispatched to.

4.8.4.2. An inclement weather condition exists.

4.8.4.3. The response for an Emergency Request may also be excluded when the County Emergency Services Administrator determines there is other good cause for an exception.

4.9 AMBULANCE SPECIFICATIONS

4.9.1 The Offeror shall be responsible for management and operation of all ambulances to include Basic Life Support (BLS) with Mobile Intensive Care Unit (MICU) capabilities.

4.9.2 All ambulances used for emergency patient transportation shall be in good working condition, physical appearance, operational and mechanical for the patients and crew members. This shall remain in effect unless otherwise approved in writing by the County Emergency Services Administrator.

4.9.3 Each ambulance used in the emergency transportation of patients shall be equipped with all items required by Texas Administrative Code 157, Emergency Medical Care and NFPA vehicle standards 1901.

4.9.4 Equipment shall be available to allow ambulances to travel in inclement weather conditions, including snow or ice.

4.9.5 Each ambulance shall permanently display its name or other suitable corporate identification or logo on the outside of the vehicle along with the vehicle DSHS license number.

4.9.6 Any ambulance used by the Offeror for transporting patients shall conform to all standards as promulgated and defined by the EMS Medical Director, and all rules and regulations promulgated and set forth in any state and local ordinance.

4.10 PERSONNEL

4.10.1 The Offeror should attempt to employ EMT's, Paramedics and clerical staff with local knowledge and experience. All reasonable efforts to employ Paramedics and EMT's with experience, knowledge and history of the Guadalupe County area should be considered first. This is critical for the working relationship with all volunteer fire and rescue departments and county citizens of the familiar faces in the community.

4.10.2 The parties understand that the EMS System requires professional and courteous conduct at all times from Offeror's field personnel, middle management, and top executives. The Offeror shall

employ highly trained paramedics, EMT's, and support staff to provide patient care and to operate Offeror's vehicles and equipment.

4.10.3 Each EMT and paramedic shall be physically capable of performing the tasks assigned by the Offeror, shall be clean in dress and person, and shall display their name and certification in an appropriate manner visible to the patient. Any of Offeror's employees who operate under the contract shall conform to the Offeror's dress code which shall conform to DSHS guidelines (on shirt or uniform, polo shirt or uniform shirt).

4.10.4 The parties understand that training and educational requirements change from time to time for EMT's and Paramedics as new protocols and medical treatments are approved by the EMS Medical Director. The cost of such training or education shall be the sole responsibility of the Offeror.

4.10.5 The Offeror shall utilize reasonable work schedules and shift assignments that allow personnel to work no more than thirty-six (36) consecutive hours followed by a minimum of twelve (12) hours off-duty.

4.10.6 The Offeror shall provide working conditions that assist in attracting and retaining highly qualified personnel.

4.10.7 The Offeror shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgement or motor skills.

4.10.8 The Offeror shall offer to its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and clerical personnel. Salary and benefits should be comparable to the same positions in the industry and surrounding counties. Please provide a representative compensation and benefits package with your proposal.

4.10.9 The Offeror shall have in place a third party independent testing program for random drug screening of all personnel providing response under the contract. Further, the Offeror will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.

4.10.10 The Offeror shall have a Standard Operations Manual (SOP) that describes how complaints regarding level of care, response or employee action or inaction are handled. This SOP will be given to the County Emergency Services Administrator at beginning of contract.

4.10.11 Should complaints arise which are directed at level of care, response or employee action or inaction, such complaints from the County Emergency Services Administrator shall be answered within 48 hours to include actions taken, including disciplinary action and other corrective measures.

4.10.12 It shall be of the utmost importance that employees of the Offeror strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.

4.10.13 The Offeror shall provide a mechanism or approved method for monitoring driver

performance for all ambulances providing service under the contract. The County is to be provided with reports on driver performance as requested by the County Emergency Services Administrator.

4.10.14 All Contract personnel shall be trained and receive certification as current level NIMS (National Incident Management System) compliant.

4.10.15 Offeror will have staff available and a toll free phone number, capable of discussing and resolving billing questions.

4.11 QUALITY IMPROVEMENT & MITIGATION PROGRAMS

4.11.1 Offeror shall develop and have in place a comprehensive quality improvement program for the EMS System and provide a copy of such program and implementation to the County Emergency Services Administrator prior to commencement of the contract. This should also address a weather mitigation plan, to maximize response times, and decrease injuries when threatening weather is approaching.

4.12 FIRST RESPONDERS

4.12.1 The fire departments within the service area have, on a limited basis, first responder programs in place. The Offeror shall cooperate and coordinate its activities and services with the first responder's services, the primary goal being to enhance patient care through mutual cooperation.

4.12.2 The Offeror shall provide an exchange of disposable medical supplies used by the fire departments at no charge.

4.12.3 The first certified registered responding agency on the scene shall have primary responsibility for patient care until such time as care is turned over to the Offeror. The highest ranking fire department officer on the scene shall have scene control as Incident Commander.

4.12.4 The Offeror shall be responsible for providing first responder education. Monthly continuing education (CE) credits shall be offered monthly, at times that are convenient (i.e. evenings/weekends) to the first responders. The CE's should be offered multiple times during a monthly period and at different locations.

4.13 OVERVIEW OF THE COUNTY AND EMS STATISTICS

4.13.1 Guadalupe County Service Area is consists of approximately 150,000 residents.

4.13.2 The new contract will be an E-911 emergency service contract with fully staffed and equipped paramedic units for the areas described in this RFP.

4.13.3 Call History:

Calendar Year	2015	2016	2017	2018	2019 (Jan-Nov)
Number of Ambulance Runs	1280	1419	2116	2013	2105

4.14 PERFORMANCE BASED CONTRACT

4.14.1 This procurement will result in the award of a Performance-based contract. Deductions will be assessed for failures to achieve minimum standards set forth in the Contract. This procurement requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well intentioned effort, shall not substitute for performance results. Specifically:

4.14.1.1 Ambulance response times shall meet the response requirements set forth in the RFP

4.14.1.2 Offeror will be responsible for dispatch of ambulances under this contract.

4.14.1.3 Clinical performance shall be consistent with approved medical standards and guidelines set forth by the State of Texas.

4.14.1.4 The conduct of personnel shall be professional and courteous at all times

4.14.1.5 There shall be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.

4.14.1.6 Clinical and response time performance shall be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action as set out in this RFP.

4.14.1.7 This is not a level-of-effort contract. An Offeror who fails to perform shall be promptly replaced, because human lives, and not merely inconvenience or money, are at stake. In accepting an Offeror's offer, the County neither accepts nor rejects the Offeror's level-of- effort estimates; rather, the County accepts the Offeror's promise to employ whatever level- of-effort is necessary to achieve the clinical, response time, and other performance standards required by the terms of the Contract.

4.15 USE OWN EXPERTISE AND JUDGEMENT

4.15.1 Offeror is specifically advised to use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the high performance required under the contract. By "methods", the County means compensation programs, shift schedules, personnel policies, supervisory structures, fluid vehicle deployment techniques, and other internal matters which, taken together, comprise each Offeror's own strategies and tactics for getting the job done.

4.15.2 The County intends to promote innovation, efficiency, and superior levels of high performance.

4.16 PERFORMANCE REVIEW

4.16.1 County Emergency Services Administrator shall conduct a monthly evaluation of the performance of the Offeror for the first six (6) months of contract and quarterly thereafter utilizing criteria the County determines to be relevant. In addition, the County may conduct intermittent evaluations at such times specified by the County. This will include, but not be limited to, issues of mere compliance with the terms of the contract.

4.16.2 The Offeror's performance should exceed the minimum requirements of the contract.

4.17 RESPONSE DAMAGES

4.17.1 In each monthly period (beginning on the first day of each month), not less than (100%) of the Offeror's response to Emergency Requests shall be performed as set forth in the RFP.

4.17.2 Failure of the Offeror to meet response time requirements may result in a deduction from the operating subsidy or an assessment of fees (collected quarterly) based on the following:

4.17.2.1 The table below shows deduction/assessment of fees per monthly period (deduction/assessments are cumulative):

4.17.2.2 80-100% BLS with MICU responses – No assessment

4.17.2.3 75-80% BLS with MICU responses - \$1,000 assessment per call

4.17.2.4 75% or less BLS with MICU responses - \$2,000 assessment per call plus Offeror will be put on probation for a period of three (3) months

4.17.2.5 If Offeror does not meet the 80% response time or greater in the monthly period, the Offeror will be placed on probation. The County will notify Offeror when/if they are placed on probation.

4.17.2.6 If Offeror is put on probation, the Offeror will be required to submit a written plan within ten (10) days of being notified of Probation. This plan will detail how the Offeror intends to remove itself from probation. In order to be removed from Probation, Offeror will need to achieve 80% or better for the next three (3) months.

4.18 REPORTING: At a minimum, the offeror will provide the following reports:

4.18.1 Each month a response time exception report will be submitted to the County Emergency Services Administrator by close of business on the 10th of each following month.

4.18.2 Driver performance reports will be provided immediately after any accident while transporting a county patient, and as requested by County Emergency Services Administrator.

4.18.3 Monthly performance statistic reports, to include any clinical performance issues (i.e. IV attempts, IV success rate, etc.)

4.18.4 The County Emergency Services Administrator shall be given access to create reports as needed.

PART III- INSTRUCTIONS FOR PROPOSAL RESPONSE

5.0 PROPOSAL FORMAT

Offeror shall provide a response for each item in sections 4.1 through 4.12 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information. If an item is “not applicable” or “exception taken”, offeror shall state that and refer to Section 5.8 Exceptions, with explanation.

5.1. PROPOSAL DOCUMENTS: To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

5.2 EXECUTIVE SUMMARY

This part of the response to the RFP should be limited to a brief narrative highlighting the Offeror’s proposal.

5.3 SCOPE OF SERVICES

This section of the proposal shall include a general discussion of the Offeror’s understanding of the “overall” project. Include responses to sections 4.1 through 4.12.

5.4 COMPANY BACKGROUND AND EXPERIENCE

The Offeror shall provide the following information about its company so that the County can evaluate the corporate stability and Offeror’s ability to support the commitments set forth in response to the RFP. The County, at its option, may require an Offeror to provide additional support and/or clarify requested information.

- Amount of time the company has been in business.
- A brief description of the company size and organizational structure.
- Most recent audited financial statements.
- List of current public sector customers by name and by state. (Texas customers, preferably Counties, are to be listed first) The population of area serviced, should also be included.
- Any material (including letters of support or endorsement from clients) indicative of the Offeror’s capabilities.
- List of any terminated contracts. Disclose the jurisdiction and explain the termination.
- List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.
- Is your firm nationally accredited? If yes, please state accreditations

5.5 IMPLEMENTATION PLAN / STAFFING

- Detailed methodology and plan for implementing the contract. The implementation plan shall

include the following elements: the estimated implementation timeframe; an overview of project phases and major milestones a matrix of proposed roles/responsibilities for County staff and the Offeror and all project assumptions. The description of the implementation plan shall include the specific components which are included in each phase of the implementation based on the scope of work for the project.

- Organization Chart
- Resumes and qualifications of the Proposed Operations Manager, Field Supervisors and Company Executives, current clinical and Quality Assurance staff.

5.6 CLIENT REFERENCES

- Offerors shall provide at least five (5) client references that are similar in size and complexity to this procurement (preferably Counties).
- Include Date contract started and terminated, name, address, contact name, email, phone number, position of the contact in the organization.
- Type and level of service
- Geographic size of area
- Population serviced
- Number of emergency/non-emergency calls
- Start and end date of contract

5.7 COST PROPOSAL (refer to Attachment B: Proposal Submission Form)

- Cost to the County (subsidy) if any
- Charges for services to citizens for BLS with MICU Base Transport. Include detailed information for all fees.
- Mileage rate. (Statement for charges that says, “Medicare allowable” will be permitted). Include statement and detail all fees.
- Do you charge for non-transports? If so what is the charge?

5.8 EXCEPTIONS TO THE RFP

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed, it is understood that the offeror has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

Section Number/ Question Number	Required Service Offeror is Unable to Perform	Steps Taken to Meet Requirement

**ATTACHMENT A: RFP# 20-4044 EMERGENCY MEDICAL SERVICES
GUADALUPE COUNTY
PROPOSER CERTIFICATION**

LEGAL NAME OF CONTRACTING COMPANY		
FEDERAL I.D. # (Company or Corporation)		
TELEPHONE NUMBER	E-MAIL ADDRESS	
CONTACT PERSON	TITLE	
COMPLETE MAILING ADDRESS	CITY & STATE	ZIP CODE
COMPLETE STREET ADDRESS	CITY & STATE	ZIP CODE

CERTIFICATION

The undersigned certifies it can and will provide and make available, at a minimum, all services set forth in this agreement. The undersigned affirms that they have read and do understand the statement of work and specifications and any attachments contained in this RFP package.

The undersigned agrees this Proposal becomes the property of Guadalupe County after the official opening.

The undersigned affirms that they are familiarized with the local conditions under which the work is to be performed; satisfied him/her of the conditions of delivery, handling and storage of equipment and all other matters, which may be incidental to the work, before submitting a Proposal.

The undersigned agrees if this Proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the RFP. The period for evaluation of proposals is expected to be at least ninety (90) calendar days from receipt of proposal.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Guadalupe County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Guadalupe County prior to the official Proposal opening.

By signing this Proposal, Proposer guarantees, I do hereby declare that I have read the RFP in which our Proposal is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the RFP.

SIGNATURE	DATE
Typewritten or Printed Name	Title

***This page must be page 1 of the Proposal, or the Proposal may be rejected.**

ATTACHMENT B:

PROPOSAL SUBMISSION FORM

I, _____, representing the firm of _____, do hereby agree to provide Emergency Medical Services to Guadalupe County as per the attached Scope of Work and Proposal specifications. Inclusive, in accordance with the requirements set forth in the Proposal specifications. My Proposal prices shall include any and all charges / pricing as follows:

LINE ITEMS	COST
Annual Cost to the County (subsidy) if any	\$
Charges for services to County Resident for BLS with MICU Base Transport (Include detailed information for all fees in your proposal.)	\$
Mileage rate	\$
Cost to County Resident for Non-transport	\$
Cost to non-County resident for Non-transport	\$

ATTACHMENT C: SAMPLE PERFORMANCE BOND

(Only required to be completed and submitted upon selection.)

PERFORMANCE BOND

Know all men by these presents:

1. That we _____, as Principal, and _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound unto the County of Guadalupe, a political

subdivision of the State of Texas ("Guadalupe County"), in the sum of (\$_____) for payment of which unto said Guadalupe County we, the said Principal and said Surety, do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally, firmly by these presents:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said

_____ hereinafter called Contractor or Principal, has entered into a certain Contract dated _____, with said Guadalupe County, for the construction and completion for said Guadalupe County Project, in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.

3. NOW THEREFORE, if Contractor, the principal party to this obligation shall faithfully construct and complete said structure, and shall observe, perform and comply with all the terms, conditions, stipulations, undertakings and provisions of said Contract and all included instruments, according to their intent and purpose insofar as the same relate to, or are incident to, the construction and completion of said structure then and thereupon this obligation shall be and become null and void, but otherwise to remain in full force and effect. It is further understood and agreed that this bond shall be a continuous obligation against the Contractor and the Surety hereon, and that successive recoveries may be had hereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the Surety on this bond shall not be in any manner released or diminished by any changes in the work on the Project which may be authorized or directed by Guadalupe County nor by the exercise or failure to exercise by, or on behalf of, Guadalupe County any right or remedy provided by the Contract or specifications or by any law or ordinance.

4. It is further understood that this obligation is incurred in accordance with Subchapter F of Chapter 2269, Texas Government Code and that this obligation is for the benefit and sole protection of Guadalupe County.

IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety here on this _____ day of _____ AD 2020.

By: _____
Vendor

By: _____
Surety

ATTACHMENT D:**DISCLOSURE REQUIREMENTS**

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Guadalupe County, including affiliations and business and financial relationships such persons may have with Guadalupe County officers.

An explanation of the requirements of Chapter 176 is located at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

A list of County officials is located at www.co.guadalupe.tx.us.

The Conflict of Interest Questionnaire (CIQ) form can be obtained at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

Complete a CIQ form and submit with your response.

By doing business or seeking to do business with Guadalupe County, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that you are solely responsible for complying with them.

ATTACHMENT E:

AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, ANTI-LOBBYING

By submission of this Proposal, the undersigned certifies that:

1. Neither the Proposer nor any of Proposer’s officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Proposer or potential Proposer any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached Proposal or the Proposal of any Proposer, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this Company’s officers, employees, or agents to lobby, directly or indirectly, the Guadalupe County Commissioners Court or its employees between Proposal submission date and award by Guadalupe County.
3. No officer or stockholder of the Proposer is a member of the staff, or related to any employee of Guadalupe County except as noted herein below:

4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Proposer as well as to any person signing on his/her behalf.

Signature: _____

Title: _____

Printed Name: _____

Date Signed: _____

ATTACHMENT F:

INDEMNITY AGREEMENT

The Company agrees to and shall indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind; including all expenses of litigation, court costs, and attorneys' fees, for damage to any property, loss of revenue, or any other injuries or damages arising out of or in connection with the services performed by the Company, pursuant to this Proposal, the conduct or management of the Company's activities, or from any act or omission by the Company, its agents, employees, or subcontractors, where such damages, losses or injuries are caused by the joint or sole negligence of the Company.

It is the expressed intention of the parties hereto, both the Company and the County, that the indemnity provided for in this paragraph is indemnity by the Company to indemnify and protect the County from the consequences of the Company's own negligence, where that negligence is a concurring cause of the resulting injury, death or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to the County for any claim, loss, damage, and cause of action, suit and liability where the injury, loss or damage results from the sole or the concurrent negligence of the county.

In the event that any action or proceeding is brought against the County by reason of any matter from which the County is indemnified herein, the Company further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the County. This article shall survive the expiration or termination of the agreement.

Signature of Official Representative of Firm

Name of Official Representative (typed)

Title

ATTACHMENT G:

SWORN VERIFICATION OF STATEMENT REGARDING:

ISRAEL BOYCOTT

AND

PROHIBITION ON CONTRACTING WITH A COMPANY

DOING BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

By signing below, you affirm that you have the authorization to make the statements below for the Company submitting this Proposal. You affirm that you are fully aware of the facts stated in this statement.

In accordance with Texas Government Code Section 2270.02, this Company does not boycott Israel and will not boycott Israel during the term of this contract.

In accordance with Texas Government Code Section 2252.152, this Company does not engage in active business operations with Sudan, Iran, a foreign terrorist organization or a Company that is identified on divestment statute lists prepared and maintained by the Texas Comptroller of Public Accounts.

Signature of Person Authorized to Sign Contract:

Date

Printed Name and Title of Signer: _____

Name of Company: _____

ATTACHMENT I: Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government entity. The disclosure of interested parties will be submitted online via Form 1295 through the Texas Ethics Commission website and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

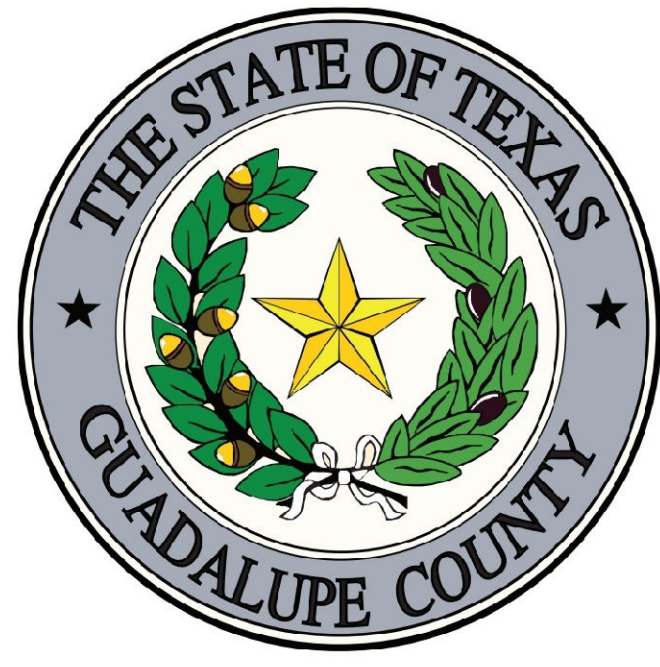
Business Entity must complete Form 1295 in electronic format on the Texas Ethics Commission website: (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download and print the Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form.

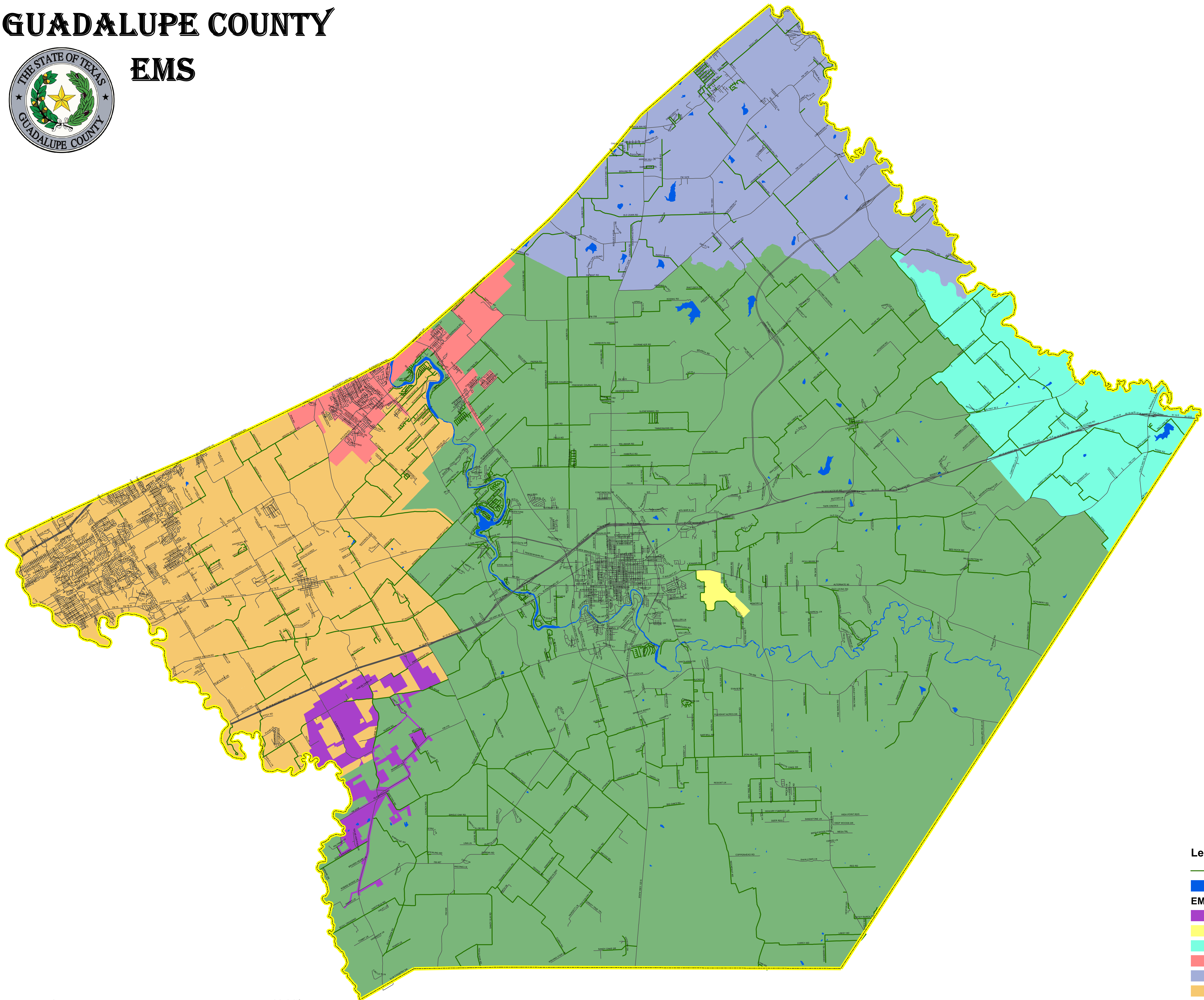
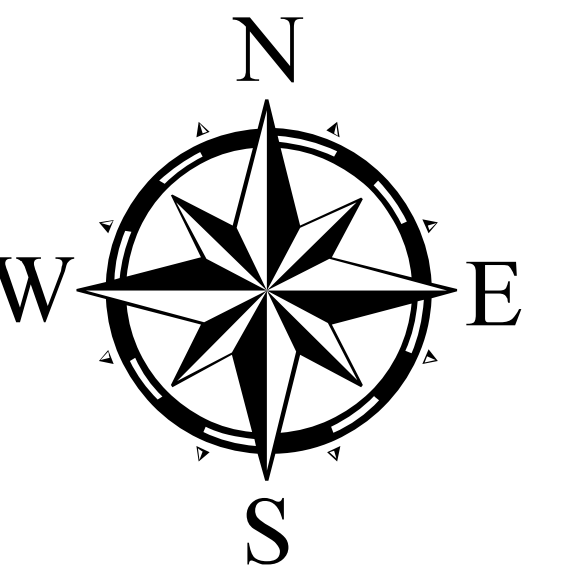
Submit your completed Form 1295 as part of your Proposal.

ATTACHMENT J: MAP OF SERVICE AREA

GUADALUPE COUNTY



EMS



Legend

- County Maintained Roads
- Bodies of Water
- EMS**
- ACADIAN EMS
- JBSA RANDOLPH
- LULING EMS
- NEW BRAUNFELS EMS
- SAN MARCOS EMS
- SCHERTZ EMS
- SEGUIN EMS

0 2.5 5 10 Miles