

Request for Proposals

**TOWN OF HORIZON CITY EMERGENCY  
AMBULANCE SERVICES**

**Solicitation No. 2022-001RFP AMB**

Sealed bids will be received until  
February 3, 2022 at 2:00 p.m. MST

Return Bid to:

Gerardo "Efisio" Setzu  
Town of Horizon City  
14999 Darrington Road  
Horizon City, Texas 79928

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# Town of Horizon City Emergency Ambulance Services Contract

## Section A

### NOTICE TO PROPOSERS

The Town of Horizon City (“City”) will accept proposals for emergency ambulance services for an initial contract term of (3) years beginning on the date of the award by the City Council or indicated date, with two additional one-year options to extend the term exercisable at the City’s sole discretion. The emergency ambulance service provider shall provide emergency ambulance services to the City on a 24/7 basis utilizing established best practices. This Request for Proposal (“RFP”) includes a detailed scope-of-work and the proposed contract terms/conditions.

**Proposals must be submitted to the City’s Purchasing Agent Office on or before 2:00 p.m. MST on. Please clearly mark the outside of your sealed envelope as “Proposal for Emergency Ambulance Services Contract.” Proposals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for delayed mail, carrier, etc., and the time/date stamp clock used upon receipt of any proposal in the City shall be the official time of receipt.**

The proposals filed with the City shall be opened at the time stated in the advertisement, or any subsequently issued addendum, and publicly read aloud, and shall thereafter remain on file with the City.

**The proposer agrees, to furnish all items supplies or services at the prices offered, and delivered at the designated point or points, within the time established for the contract if this offer is accepted within ninety (90) consecutive days from the date set for the receipt of offers. All offers shall expire on the 90<sup>th</sup> day after the offers are opened unless the Town of Horizon City requests an extension of the offers in writing and the proposer agrees to extend in writing.**

## Schedule of Events

The following Schedule of Events represents the City's estimate of the timetable that will be followed in connection with this solicitation:

| EVENTS   | DATE AND/OR TIME             |
|--|------------------------------|
| Release RFP  | Jan. 14, 2022                |
| Last Day for Proposers to Submit Written Questions | Jan. 27, 2022 12:00 p.m. MST |
| Answers provided*                                  | Feb. 1, 2022                 |
| RFP Due Date                                       | Feb. 3, 2022 2:00 p.m. MST   |
| Bid Opening and List of Proposers Read Publicly    | Feb. 3, 2022 3:00 p.m. MST   |
| Evaluations  | Feb. 10, 2022                |
| Council to Meet to decide on Contract Award        | Mar. 8, 2022                 |
| Notification of Award                              | Mar. 9, 2022                 |

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment. \*Amendments (answers/addenda) to this Solicitation will only be issued and posted on the City's website at [www.horizoncity.org](http://www.horizoncity.org).

## Contract Period

The term of this contract shall be for an initial term of three (3) years, with two (2) options to extend for an additional year at the City's sole discretion, as further provided in Section J, paragraph 1.

## Notification to Unsuccessful Proposers

All awards are made by the City Council and posted on a regular or special agenda of the City Council in accordance with state law. All City Council agendas are posted on the Town of Horizon City's Web Page for review. The URL is: <http://www.horizoncity.org>. No other notice to unsuccessful proposers will be provided.

**Section B**  
**INFORMATION FOR PROPOSERS**

The City will award the contract to the proposer that submits the proposal which is most responsive to this RFP and the City's needs. The evaluation of proposals and selection of the successful proposer (the "Provider") shall not be based solely upon price but on the proposal, which receives the highest cumulative score for each of the evaluation factors delineated herein.

The successful proposer must have at least one existing client in comparable size or project scope to the City, or larger, as further described in **Section H**.

**SUBMISSION DEADLINE**

Proposals must be submitted to the City's Purchasing Agent on or before **February 3, 2022 at 2:00 p.m. MST on**. All bids must be in a sealed envelope clearly marked with the bid description "Proposal for Town of Horizon City Emergency Ambulance Services" on the outside of the envelope. Proposals received by the Front Office of the Horizon City Hall after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for delayed mail, carrier, etc., and the time/date stamp clock used upon receipt of any proposal in the Front Office of the Horizon City Hall shall be the official time of receipt.

The proposals filed with the City shall be opened at the time stated in the advertisement, or any subsequently issued addendum, and publicly read aloud, and shall thereafter remain on file with the City.

**RESPONSIVE PROPOSALS MAY NOT BE FAXED OR E-MAILED.**

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by the proposer guaranteeing authenticity. After the official opening, proposals may not be amended, altered, or withdrawn within ninety (90) consecutive calendar days without the written permission of the City.

No verbal or oral information given by the City or any official thereof shall be binding upon the City. Proposers shall rely exclusively upon their own estimates, investigations and other data which are necessary for full and complete information upon which the proposal may be based. Any proposer, by submitting a proposal, represents and warrants: that it has prepared its proposal in accordance with the scope of services and general conditions, with full knowledge and understanding of the terms and provisions thereof; that it has reviewed, studied and examined the proposal prior to the signing and submission of same; and that it was cognizant of the terms of its proposal, verified its calculations and found them to be correct and agrees to be bound thereby.

**CONDITIONAL PROPOSALS WILL NOT BE ACCEPTED**

**NOTICE: STATE SALES TAX**

The City is by statute exempt from the State Sales Tax and Federal Excise Tax. The City will furnish, upon request, sales tax exemption forms to the Provider that is awarded the contract under this solicitation. The proposer shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by the State. Such situations may include paying state sales tax for the purchase, rental or lease of tools, machinery and equipment used in the performance of the awarded contract and for materials purchased which are not incorporated into the completed project. It is the obligation of the proposer to ascertain the amount of state sales tax to be paid under Chapter 151 of the Texas Tax Code and to include this amount in its bid submitted to the City. For further information, the proposer may wish to contact the Office of the Texas Comptroller of Public Accounts at 1-800-252-5555.

**REQUESTS FOR CLARIFICATION**

In order to meet the City’s schedule for awarding this contract, it is extremely important that requests for clarification or additional information, or requests for a change in the specifications or scope of work, be submitted in writing no later than 12:00 pm MDT on January 27, 2022. Each interested party submitting questions shall clearly address each question by reference to a specific section, page, and item of this solicitation. Questions submitted after this date may not receive a response. Please refer to this Solicitation/Contract Number and Title in all correspondence.

**SOLICITATION ADMINISTRATOR - CONTACT INFORMATION**

|  |   |
|--|---|
| Primary Contact  | If Primary is not available due to an Emergency   |
| Gerardo “Efisio” Setzu<br>Purchasing Agent<br>14999 Darrington Road<br>Horizon City, TX 79928<br>(915) 852- 1046, ext. # 114<br>gsetzu@horizoncity.org | Pat Randleel<br>Finance Director<br>14999 Darrington Road<br>Horizon City, TX 79928<br>(915) 852-1046, ext. #104<br>prandleel@horizoncity.org |

It is the proposer’s responsibility to follow up and make certain that the City’s Purchasing Agent received the request. Proposers shall promptly notify the City’s Purchasing Agent of any ambiguity or inconsistency which they may discover upon examination of a solicitation document. During the bid process, proposers shall not contact any City staff except those designated in the text of this solicitation or in subsequent documentation. The City Council has adopted an ordinance forbidding communication during the solicitation period, except with the Solicitation Administrator who is the Purchasing Agent.

Non-compliance with this provision may result in rejection of the offer involved.

### **COPIES REQUIRED**

ONE COMPLETE ORIGINAL COPY (**signed in blue ink**), ONE PAPER COPY, and ONE ELECTRONIC COPY of the PROPOSAL PACKAGE are required. Proposers must provide enough information with their proposal to constitute a definite, firm, unqualified and unconditional offer. The proposer shall submit its proposal with the required forms (UNALTERED) as furnished by the City. All proposals shall contain the following:

1. Those pages on which you are required to fill in prices, furnish other information, or which call for a signature, and
2. Any other information requested.

The submission or attachment of company “Quotation Forms” or any other documents containing alternative terms and / or conditions is not acceptable and may result in a proposal being deemed non-responsive. Unauthorized additions, serious omissions, bids that do not contain a unit price where required or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous are not acceptable and may result in a proposal being deemed non-responsive.

### **CONDITIONS OF WORK**

It shall be each proposer’s sole responsibility to inspect the sites of the work and to inform itself regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in the preparation of the proposal submitted.

**Section C**  
**INSTRUCTIONS TO PROPOSERS**

**1. RECEIPT AND OPENING OF PROPOSERS**

- Proposals received in the Front Office of the Horizon City Hall after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for delayed mail, carrier, etc., and the time/date stamp clock used upon receipt of any bid in the Front Office of the Horizon City Hall shall be the official time of receipt.
- Proposals are solicited for furnishing the materials and services set forth in this RFP. Completed proposals must be received in the Front Office of the Horizon City Hall by the deadline stated above. All proposals must be in a sealed envelope clearly marked with the solicitation description and opening date on the outside of the envelope. If submitting your proposal by express mail, please place the proposal in a separate sealed envelope inside the carrier's envelope.
- **PROPOSALS MAY NOT BE FAXED OR E-MAILED.**
- Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by the proposer guaranteeing authenticity. After the official opening, proposals may not be amended, altered, or withdrawn within ninety (90) consecutive calendar days without the written permission of the City.

**2. PREPARATION AND CONTENT OF PROPOSALS**

- Proposals are advised that the documents included into this proposal packet shall constitute all the information which the City shall furnish. The City does not make any express or implied warranties relating to such documents. A proposer is required, prior to submitting any proposal, to review and read the scope of work, solicitation, and contract forms carefully; to visit the site of the work; to inform itself by its independent research, tests and investigations of the difficulties to be encountered and judge for itself the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion; and to obtain all information required for its completion; and to obtain all information required to make an intelligent proposal.
- All Proposals shall contain the following information:
  - A. A proposal to provide services, **no longer than fifteen (15) pages**, shall include experience, name and biographies or resumes of all persons who will or may be assigned to provide assistance under this RFP.



B. Those forms attached to this proposal in **Sections E through J** on which the proposer is required to furnish other information or which call for a signature.

C. A proposer must also supply at least three (3) references on the form provided in **Section H**, excluding City departments and employees, for which a proposer has provided continuous services for at least the past two (2) years, including an existing client in comparable size or project scope to the City, or larger. Include name of the client, address, telephone number and name of representative with whom the City may speak.

D. The cost proposal on the form provided in **Section E**, Proposer Information Sheet/Signature shall include all fees and costs necessary to complete the work, including but not limited to the following: labor, insurance, overhead, travel time, mileage, and be exclusive of taxes.

E. Any other information requested.

### 3. ADDENDA AND INTERPRETATIONS

- No interpretation of the meaning of this solicitation or any other documents will be made to any interested party or proposer verbally. Every request for such interpretation should be in writing addressed to the Purchasing Agent, 14999 Darrington Road, Horizon City, Texas 79928. To be given consideration, the request for clarification or interpretation must be submitted and timely received, as stated in **Section B**, Requests for Clarification. Any and all such interpretations, and any supplemental instructions, will be in the form of written addenda to the solicitation which, if issued, will be delivered by Email or Fax to all prospective proposers at the respective addresses furnished for such purposes. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under its proposal as submitted. All addenda so issued shall become part of the contract documents and must be acknowledged on the proposal form.
- Any interpretations, corrections or changes to this RFP will be made by written addenda. The sole authority to issue addenda shall be vested in the City Purchasing Agent. Addenda will be sent to all who are known to have received a copy of this RFP.
- A proposer shall acknowledge receipt of all addenda as provided in **Section F** and all addenda so issued shall become part of the contract documents.

### 4. SIGNATURE FORMALITIES

- A proposer shall sign and date its proposal where shown in the signature block in the form in **Section G**. The person signing the proposal must have the authority to bind

the proposer in a contract. Proposals which are not signed where indicated may be rejected.

- If the proposal is submitted by an individual, the proposer's name must be signed by the individual or a duly authorized agent. If the proposal is submitted by an association or partnership, the name and address must be given, and the proposal signed by a duly authorized member of the association or partnership. If the proposal is submitted by a corporation, the full corporate name and business address must be given, and the proposal signed by a duly authorized corporate officer or agent. Powers of attorney authorizing agents to sign the proposal must be properly certified and must be in writing and submitted with the proposal. The proposal shall be executed in ink.
- If the proposer is a corporation, a Corporate Certificate must be completed by the Secretary or by another officer if the proposal is signed by the Secretary. In lieu of the certificate, there may be attached to the proposal, copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.
- If the proposer is a partnership, each partner should sign the proposal. If the proposal is not signed by each partner, there should be attached to the proposal a duly authenticated power of attorney evidencing the signer's authority to sign such proposal for and on behalf of the partnership.
- If the proposer is an individual, the trade name (if the proposer is operating under an assumed name) should be indicated in the proposal and the proposal should be signed by such individual. If signed by one other than the proposer, there should be attached to the proposal a duly authenticated power of attorney evidencing the signer's authority to execute such proposal for and on behalf of the proposer.
- A DBA certificate must be provided if the proposer uses a trade name in the solicitation documents other than the name under which the company was organized.

## **5. SUBMISSION OF PROPOSAL – CONFLICT OF INTEREST**

In addition, Section 176.006 of the Texas Local Government Code requires a proposer/offeror ("vendor") to file a conflict of interest questionnaire if the vendor has a business relationship with the City and has:

- a) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or

- b) has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

**A vendor is required to file a questionnaire not later than the seventh business day after the later of the following:**

- a) **the date the vendor begins discussions or negotiations to enter into a contract with the City or submits an application or response to a bid proposal; or**
- b) **the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.**

**State law requires that a vendor file an updated questionnaire with the City Secretary's office annually, before September 1<sup>st</sup>, and or not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate. Compliance with this law is the responsibility of each vendor.**

**Note**—only Form CIQ, adopted 1/01/2021 or as may be further amended, may be used.

- If this proposal is accepted and approved by the City, this proposal shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract with the exception of a change arising.
- By accepting this RFP and submitting a proposal on the item(s) set forth above the vendor is accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the form of contract attached.
- A vendor may be disqualified, and its proposal not considered for the following specific reasons:
  - a) reason for believing collusion exists among the vendors;
  - b) reasonable grounds for believing that any vendor is interested in more than one proposal for the work contemplated;
  - c) the proposal being currently in any litigation against the City, or where such litigation is contemplated or imminent, in the opinion of the City and in consultation with the City's legal counsel;
  - d) the vendor being in arrears on any existing contract or having defaulted on a previous contract;
  - e) lack of competency, responsibility, or financial capability;
  - f) uncompleted work which in the judgment of the Purchasing Agent/Finance Director or designee shall prevent or hinder the prompt completion of additional work if awarded.

## 6. METHOD OF AWARD

- All proposals meeting the intent of this RFP will be considered for award.
- After proposals are opened, the proposals shall be tabulated for comparison on the basis of the evaluation criteria set forth within this RFP. Until final award of the contract, the City reserves the right to reject any or all proposals, to waive technicalities or irregularities at its option, to re-advertise for new proposals or proceed to do the work otherwise in the best interests of the City. Each proposer will be furnished a copy of the proposal tabulation upon request following the award of the contract by the City Council.
- The City may conduct a survey relating to the proposer's record of performance on past and present projects that are similar to the scope of work identified in this RFP, which may include services/projects not identified by the proposer. The City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any proposer's proposal. Such research may include, but not necessarily be limited to, discussions with outside vendors, interviews and site visits with the proposer's existing clients and analysis of industry reports. The City will make a finding of the proposer's Technical Resources/Ability to perform the bid scope of work based on the results of the survey. A proposer will be determined responsive if the City determines that the results of the Technical Resources/Ability survey reflect that the proposer is capable of undertaking and completing the bid scope of work in a satisfactory manner.
- The Contract shall be deemed as having been awarded when formal written Notice of Award shall have been duly served upon the Provider to which the City has awarded the contract by some officer or agent of the City duly authorized to give such notice. The Provider shall commence work on.
- Delivery of the NOTICE OF AWARD shall be hand-delivery, evidenced by a written and dated receipt, or by Certified Mail, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form or facsimile confirmation.
- The person or persons, partnership, company, firm, association, or corporation to whom a contract is awarded shall within ten (10) working days after receipt of the contract sign the necessary agreements entering into the required contract with the City and provide the necessary evidence of insurance as required under the contract documents within fifteen (15) days. No contract shall be binding on the City until all authorized signatures required by law have been affixed and the executed contract delivered to the Provider.
- The failure of the Provider to execute the contract within ten (10) days or provide the required evidence of insurance shall constitute a breach of its bid and the City may annul the award. In the event the City should seek new informal bids, the defaulting Provider shall not be eligible to submit a proposal.

## **7. CONE OF SILENCE POLICY**

A "Cone of Silence" is imposed upon this bid after advertising and terminates at the time the City Clerk places a written recommendation on City Council Agenda. The Cone of Silence prohibits any communication regarding this Request for Proposals between, among others:

- Potential vendors, service providers, bidders, lobbyists or consultants and City's professional staff.
- Potential vendors, service providers, bidders, lobbyists or consultants, any member of the City's professional staff, the Mayor, Council Members or their respective staff and members of the respective selection committee.

The provisions above do not apply to, among other communications:

- Oral communications with the Purchasing Agent and designees, provided the communications are limited strictly to matters of process or procedure already contained in the solicitation document;
- The provisions of the Cone of Silence do not apply to oral communications at preproposal or pre-bid conferences, oral presentations before selection committees, contract negotiations during duly noticed public meeting, public presentations made to the Mayor and Council Members during a duly noticed public meeting; or
- Communications in writing at any time unless specifically prohibited by the applicable bid document.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render that proposer's or bidder's bid award voidable. Any person having personal knowledge of a violation of these provisions shall report such violations to the Purchasing Agent.

**SECTION D**  
**GENERAL CONDITIONS AND SCOPE OF SERVICES**

**GENERAL CONDITIONS**

**1. PROVIDER RESPONSIBILITIES:**

A. **PROVISION OF SERVICES.** The Provider shall provide all of the stated services and all reasonably related services in accordance with applicable professional standards of a consultant providing information technology services. The Provider represents and warrants that it has the requisite qualifications, experience, personnel, and other resources to perform in the manner required by this contract.

B. **PERSONNEL.** The Provider shall assign only qualified personnel to this contract. Upon request, the Provider shall provide the names of key personnel used to fulfill this contract to the City and keep such list updated. The personnel who will work on site must pass a background check so as to be allowed to have unsupervised access within the City's Police Department's facility.

C. **COMMUNICATION.** The Provider shall maintain appropriate best practices for the delivery of emergency medical care and transportation to the satisfaction of the Mayor, City Council, and Police Chief.

D. **NO DISCRIMINATION.** As a condition of this contract, the Provider covenants and agrees that it will take all necessary actions to ensure, in connection with any work under this contract, that the Provider, its associates and employees, will not discriminate in its treatment or employment of any individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or through contractual or other arrangements. In this regard, the Provider shall keep, retain, and safeguard, all records relating to this contract for work performed hereunder for a minimum period of two (2) years from final contract completion, with full access allowed to authorized representatives of the City upon request, for purposes of evaluating compliance with this and other provisions of the contract.

E. **PRICES.** Price shall include all costs necessary to complete the work, including but not limited to the following: labor, insurance, overhead, and profit, travel time, mileage, and be exclusive of taxes.

F. **INSURANCE REQUIREMENTS.** By submitting its proposal, the Provider affirms it has reviewed the insurance requirements found below in the applicable contract and confirms its ability to procure the required insurance upon award of this contract.

G. **ENERGY COMPANY BOYCOTTS.** By submitting its proposal, the Provider represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies 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, the Provider shall promptly notify the City.

H. **FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION.** By submitting its proposal, the Provider verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association 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, the Provider shall promptly notify the City.

I. **FOREIGN TERRORIST ORGANIZATIONS.** By submitting its proposal, the Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code

J. **ENTITIES THAT BOYCOTT ISRAEL.** By submitting its proposal, the Provider represents and warrants that (1) it does not, and shall not for the duration of the contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, the Provider shall promptly notify the City.

K. **CONTRACT.** By submitting its proposal, the Provider affirms it has reviewed the attached contract(s) and takes no exceptions. Should the Provider wish changes to the contract, those changes should be listed in the exceptions portion of the bid form below.

### **SCOPE OF WORK**

- The Provider will supply emergency ambulance medical services and possess a current Texas EMS Provider License.
- The Provider will supply one NHTSA Star of Life safety certified MICU ambulance, stationed within the corporate city limits of the Town of Horizon City.
- All emergency services provided within the Town will be staffed with and include Advanced Life Support capabilities.
- The Provider will carry and have protocols for the administration of the following medications: Acetaminophen, Adenosine, Albuterol, Amiodarone, Aspirin, Atropine, Calcium Gluconate, Dextrose (D5, D10, D50), Diphenhydramine, Epinephrine 1:1000, Epinephrine 1:10,000, Ipratropium Bromide, Ketorolac, Levophed, Magnesium Sulfate, Methyl Prednisolone, Metoprolol, Naloxone(Narcan), Nitroglycerin, Oral Glucose, Oxytocin, Promethazine, Sodium Bicarb, Thiamine, Tranexamic Acid (TXA), Zofran,

Morphine Sulfate (Controlled), Fentanyl (Controlled), Midazolam (Controlled), Ketamine (Controlled), and Diazepam (Controlled).

- The Provider will have a medical director who is board-certified in emergency medicine.
- The Provider will respond to calls for an ambulance, typically within eight (8) minutes or less.
- The Provider will maintain a LifePak 15 monitor or better model.
- The Provider will provide a contingency plan for a backup ambulance when the primary ambulance is unavailable.
- The Provider will provide statistical reports for types and numbers of calls on a monthly and annual basis.
- The Provider will have the capability to communicate with HCPD/county fire dispatch.
- The Provider will maintain connectivity with the El Paso County 911 District Computer Aided Dispatch (CAD) system.
- The Provider will assure the ambulance and equipment are adequately maintained in a high state of readiness.
- The Provider allows the city to design the logo for the ambulance.
- The Provider will respond to acute critical transports from the micro-hospital located within the Town of Horizon City.

#### **ADDITIONAL REQUIREMENTS**

- The Provider will provide a written plan to handle multiple simultaneous calls.
- Sample Contract in Section J for additional requirements.



**Section E**  
**OFFER/BID FORM**

**FAILURE TO BID ON ALL ITEMS SHALL DEEM THE PROPOSER/ NON-RESPONSIVE.**

| Monthly Services Cost | One Year Total (per month cost x 12) | Three Year Total (annual cost x 3) |
|-----------------------|--------------------------------------|------------------------------------|
|                       |                                      |                                    |
|                       |                                      |                                    |

NOTE: in the event that the contract is extended as per Section 1 in the Contract Clauses, any month-to-month extension will be paid on the price per month for the Scope of Work Services. Should the City extend the contract for one or both one-year options, the pricing for such an additional year will be the one-year total for the Scope of Work Services.

**Line item entries shall prevail over sum total entries. When discrepancies exist between unit prices and corresponding extended prices, unit prices shall prevail.**

| <b>EXCEPTIONS</b> |
|-------------------|
|                   |
|                   |
|                   |
|                   |
|                   |

**Section F**

**ADDENDUM RECEIPT**

Receipt is hereby acknowledged of the following addenda to the contract documents:

|                            |                |
|----------------------------|----------------|
| Addendum No. 1 dated _____ | Received _____ |
| Addendum No. 2 dated _____ | Received _____ |
| Addendum No. 3 dated _____ | Received _____ |
| Addendum No. 4 dated _____ | Received _____ |
| Addendum No. 5 dated _____ | Received _____ |

\_\_\_\_\_  
**PROVIDER**

\_\_\_\_\_  
**BY**

\_\_\_\_\_  
**TITLE**

**Seal and Authorization (if a corporation)**

**ATTEST:**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**SECRETARY**

\_\_\_\_\_  
**TELEPHONE**

**Section G**

**PROPOSER INFORMATION SHEET/SIGNATURES**

|   |  |
|---|--|
| <b>Company Name</b>                     |  |
| <b>Address</b>                          |  |
| <b>City, State, Zip</b>                 |  |
| <b>Phone Number</b>                     |  |
| <b>Fax Number</b>                       |  |
| <b>Email Address</b>                    |  |
| <b>Tax Identification Number</b>        |  |
| <b>Signature of Authorized Agent</b>    |  |
| <b>Printed Name of Authorized Agent</b> |  |
| <b>Title</b>                            |  |
| <b>Date</b>                             |  |

If the Proposer is a corporation, the following Certificate should be executed:

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as Proposer hereinabove; that \_\_\_\_\_, who signed the a foregoing offer on behalf of the Proposer was then \_\_\_\_\_ of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

---

Corporate Secretary Signature and Corporate Seal

\_\_\_\_ DBA certificate attached (if required)

**Section H**  
**EVALUATION PROCESS**

The City will award the contract to the proposer that submits a proposal that is responsible and most responsive to the City’s needs. The selection shall not be based solely upon price but the bid which receives the highest cumulative score for each of the evaluation factors herein.

The award shall be based upon the evaluation criteria and process delineated herein.

- A. Evaluation Committee: All properly submitted bids will be reviewed by an Evaluation Committee.
- B. Weighted Evaluation Criteria: The following weighted criteria will be considered to determine which bid offers the proposal that is responsible and most responsive to the City’s needs.
- C. Presentations will be required from each provider and not last more than 60 minutes. A 30-minute presentation followed by a 30-minute question and answer session. A schedule and notification will be provided to all participating providers.

**CRITERIA**

| <b>Measurement</b>               | <b>Description</b>  | <b>Weighting Percentage</b> |
|----------------------------------|---|-----------------------------|
| <b>Previous Experience</b>       | Municipal experience of two (2) years’ experience in comparable municipalities to Horizon in size and population where the proposer performed MICU service.   | 25%                         |
| <b>Qualifications</b>            | The proposer possesses a current Texas EMS Provider License. Evidence of certification could be a certificate, or a photograph of the blue star certificate located on the ambulance.                           | 10%                         |
| <b>Resources</b>                 | Formulates an action plan to satisfactorily respond to emergency calls in the City when the primary ambulance is not available.   | 10%                         |
| <b>References</b>                | Provides three acceptable references from other entities receiving services.  | 5%                          |
| <b>Local Ambulance Placement</b> | The placement of a NHTSA Star of Life safety certified ambulance in the city limits of the Town of Horizon City. Evidence of a location in the City is the proposed address where the ambulance will be housed. | 30%                         |
| <b>Cost</b>                      | The total cost of the program proposed.   | 20%                         |

The proposer shall identify its full client history for the last two (2) years, including any local Government Services excluding the City’s departments and employees. The proposer shall provide at least three (3) references for which it has provided continuous similar services for at least the past two (2) years on the form provided below. The information shall provide the names and telephone numbers of the contract administrators for each client. If a proposer does not have three local government contracts, then list federal, state, or commercial contracts to complete this information. (Submit on separate sheets.)

**The proposer will be evaluated on customer satisfaction and customer recommendations.**

The proposer shall provide at least three (3) references, excluding the City’s departments and employees, for which it has provided continuous services for at least the past two (2) years. One reference shall be . an existing client in comparable size or project scope to the City, or larger. The names and telephone numbers of the contract administrators for whom the work was/is performed. List references (please include name and telephone number)

| ENTITY NAME<br>The first entity listed below shall be the current similar client. | CONTACT NAME & PHONE # | EMAIL ADDRESS |
|---|------------------------|---------------|
|   |                        |               |
|   |                        |               |
|   |                        |               |

You may provide additional references or information on a separate piece of paper, if necessary.

**Best and Final Offer**

When deemed appropriate, after the submission of proposals but before the final selection of the successful proposal, the City may permit a proposer to revise its proposal in order for the City to obtain a best and final offer. The City will provide each proposer within the competitive range with an equal opportunity for discussion and revision of its offer, and the proposer may

elect not to amend its original proposal. The City is not bound to accept the best-priced bid proposal if that proposal is not the most advantageous to the City as determined the evaluation committee.

**Section I**

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

**CERTIFICATION OF NONCOLLUSION**

The proposer, being sworn, deposes and says, \_\_\_\_\_, the proposer submitting this proposal and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or with any City official.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

SUBSCRIBED AND SWORN to before me by \_\_\_\_\_  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

**Section J**  
**EMERGENCY AMBULANCE SERVICE AGREEMENT**

This Emergency Ambulance Services Agreement (the "Agreement") is by and between THE TOWN OF HORIZON CITY (the "City") and \_\_\_\_\_ (the "Provider") and is effective the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_. The City and the Provider are sometimes referred to herein individually as a ("Party") and collectively as the ("Parties").

**WITNESSETH:**

**WHEREAS**, in order to properly provide for the health, safety, and general welfare of its citizens in the critical area of emergency medical care, it is of the utmost importance to the City that it ensures that at all times during the term of this Agreement, the Provider adheres, without deviation, to such specifications pursuant to this Agreement and that the Provider fully performs its obligations pursuant to this Agreement in a timely manner.

**NOW, THEREFORE**, incorporating the foregoing recitals by reference, the Parties hereby agree as follows:

**I. GENERAL DESCRIPTION OF THE SERVICE**

The Provider agrees to provide emergency ambulance services (the "Services") to those persons of Horizon City, Texas, requiring such service in the city limits of the Town of Horizon City (the "Clients"). The Provider shall provide the Services to Clients "Full Time", defined as 365 days a year for twenty-four (24) hours a day. The Provider agrees to provide Full Time back-up emergency ambulance service anywhere in El Paso County in the event of a disaster, or in the event the Horizon City Police Department requests back-up emergency ambulance service. The Provider agrees to maintain a Full-Time dispatch center at \_\_\_\_\_, \_\_\_\_\_, Texas.

**II. GEOGRAPHICAL EXTENT OF SERVICES**

The covered area of the Services shall be the city limits of Horizon City, Texas, which measures approximately 8.5 square miles, and has a population of approximately 20,000 residents (the "City Limits").

**III. DESTINATION**

The Provider agrees to transport any Client from the Client's location within the City Limits, to the nearest appropriate emergency care facility for treatment. The Services shall adhere to the Border Regional Advisory Council ("Border RAC") EMS transport policy.

**IV. UNITS**



A. The vehicles and equipment (the "Units") to be provided by the Provider in connection with the Services, shall be fully response-ready and adequately staffed Full Time and comply with Texas Administrative Code, Health Services Department of State Health Services Emergency Medical Care Emergency Medical Services Provider Licenses Requirements, Title 25, Part 1, Chapter 157.11 ("25 TAC§ 157.11"). The Provider will also be required to comply with all updates to 25 TAC § 157.11 and any other applicable statutes, laws, regulations, and ordinances.

B. All Units will be maintained to meet or exceed the most recent standards as set out in the General Services Administration's Federal Specifications (KKK-A-1822F), dated 1 July 2018, or as superseded or amended, GSA Federal Specifications--Star-of-Life Ambulance, to adequately transport ill, sick or injured persons in comfort and safety, and shall be maintained in clean, sanitary, and in first-class mechanical condition at all times. All Units on assignment will be manned by a two-member crew at all times during the term of this Agreement.

C. The Provider agrees to provide one (1) Unit within City limits at all times to satisfy the response requirements of the Agreement and adhere to the following provisions:

1. No front-line ambulance shall have mileage of more than 150,000 miles or be more than 5 years in age. "Reserve" ambulances will be less than six (6) years old and have fewer than 200,000 miles.
2. All ambulances used for EMS calls must be Type I, Type II or Type III with a gross vehicle weight of 9,000 pounds or greater.

D. The City may inspect the Units or equipment operated by the Provider at any time, without notice to the Provider. The Provider, at its own expense, shall fully stock each EMS transport vehicle with equipment specified under the applicable State and Federal laws, rules and regulations or the equipment and supplies list provided by the Provider, whichever is more stringent.

E. In connection with this Agreement, the City hereby grants to the Provider a revocable license for the use of the City's name, seal, and slogan on the Units, for the purposes and on the terms and conditions herein. Use of such license requires the express approval by the City in writing, each time the Provider wishes to use the license.

## V. TERM

The initial term of the agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and shall expire on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Initial Term"). At the City's discretion, the Agreement maybe renewed for two (1) one year renewals following the expiration of the Initial Term.

## VI. PERSONNEL

A. **Required minimum Staffing:**

1. Medical Intensive Care Unit (MICU) - When response-ready or in-service, authorized Emergency Medical Service (EMS) vehicles operating at the MICU level shall be staffed at a minimum with one (1) Emergency Medical Technician (EMT) Basic and one (1) certified or licensed EMT-Paramedic.

B. All employees or independent contractors of the Provider must:

1. Be at least eighteen (18) years of age;
2. Have not been convicted of a felony or any offense involving moral turpitude within the past five (5) years;
3. If a driver, have not had any license for the operation of motor vehicle suspended or revoked within the last five (5) years;
4. If a driver, be the holder of a current Texas State Class C license or out-of-state equivalent;
5. If an attendant, be a State of Texas registered emergency medical technician or higher classification as recognized by the State of Texas;
6. Have a certificate of health executed by a physician license to practice medicine in the State of Texas showing that the individual is free of contagious or communicable disease and, if a driver, free of any color blindness or any disability which would impair this ability to safely operate a vehicle;
7. If a driver, participate in an accredited defensive driving class within six (6) months of the date of hire and every two years thereafter;
8. Participate in "in-service-training" which includes current emergency medical procedures.

The Provider agrees to maintain a current list of employees and independent contractors on file with the Texas Department of State Health Services (DSHS).

## **VII. COMPENSATION**

In consideration for the Services, the City agree to pays the sum of up to \$\_\_\_\_\_ per quarter (the "Scheduled Payments") to the Provider. Said quarterly sum shall be paid by the City, upon receipt of a monthly invoice and quarterly financial report from the Provider for the Services rendered during the preceding quarter. Invoices and quarterly financial reports are to be submitted by the Provider to the City within thirty (30) days after the close of the quarter.

## **VIII. COMMUNICATION WITH THE HORIZON CITY POLICE DEPARTMENT**

The Provider agrees to maintain communication with the Horizon Police Department, or its designee, at all times. The Provider acknowledges and understands that the Horizon Police Department is authorized and empowered by the City to deal directly with the Provider in terms of calling for the Services and in delegating responsibilities to the Provider in an emergency or disaster situations.

## **IX. DEFINITIVE CARE PROCEDURES**

If used, definitive care procedures (including, but not limited to, Intravenous (IV), therapy, drug administration, cardiac defibrillation, and endotracheal instrumentation) shall be pursuant to the Medical Protocol approved by the medical director of the Provider. The Provider shall have protocols approved by its medical director identifying procedures for each EMS certification or license level utilized by the Provider. Protocols shall also address the use of non-EMS certified or licensed medical personnel who, in addition to the EMS staff, provide patient care on behalf of the Provider and/or in the Provider's EMS vehicles. Physicians, nurses, and other health care practitioners who regularly provide patient care in EMS vehicles shall be EMS certified. The protocols shall address the use of all required, additional, and specialized medical equipment carried by any EMS vehicle in the Provider's fleet. Protocols shall have an effective date and an expiration date, which corresponds to the effective and expiration dates of the Provider's EMS license and shall indicate specific applications including geographical area and duty status of personnel. For patient care reasons and with appropriate consideration from the medical director, a Provider's protocols may be expanded or overridden by on-line medical control, off-line medical direction, or by patient-specific orders.

## **X. RECORDS AND REPORTS**

A. The Provider agrees to provide the City with a monthly report indicating its total EMS services in the City's defined service area, demonstrating its monthly compliance with the promptness requirement, indicating its overall average response time for all emergency calls in the City limits, and certifying all vehicles, equipment, supplies, and required personnel requirements were met during the reporting period. Additionally, the Provider will submit quarterly financial reports to the City.

B. The Provider's monthly report to the City must include the following reporting categories and supporting data:

1. Total breakdown of responses including;
  - a. Actual transports
  - b. Cancellations
  - c. Refusals without treatment
  - d. Refusals with treatment
2. Licensed siren responses:
  - a. Number of Code 3 Responses
  - b. Number of Code 1 Responses
3. Levels of care provided:
  - a. Basic Life Support (BLS) patients
  - b. Advance Life Support (ALS) patients
  - c. ALS 2 patients
  - d. Availability of paramedic for transports requiring paramedic response
4. Response Times:
  - a. Percentage of EMS responses times that were at or below ten (10) minutes from the time that a call is received by the Provider for EMS transport services to the time of patient contact

- b. Exception report for all response times greater than 10 min, explaining the reason or circumstance leading to the delayed response to include train interceptions, rain, or other causes.

C. Furthermore, the Provider agrees to provide the City with a quarterly financial report to include all revenues and expenses incurred during the execution of the contract services, and the profit /losses incurred during said quarter. This quarterly financial report shall be submitted to the City within thirty (30) days after the close of the quarter. The City reserves the right to request further clarification and backup documentation to justify specific expenses, as needed.

D. The City reserves the right to request any additional information in relation to monthly reports or quarterly financial reports, if needed, in order to ensure compliance with stipulations as stated in this Agreement, to include quality assurance. The Provider must also agree to surprise audits by the City's designee throughout the duration of the contract period. Surprise audits may be conducted at least once annually with the goal of ensuring all contractually agreed upon services, performance measures, personnel, vehicles, equipment, and supply requirements are being met.

## **XI. AUDITS**

At any time, the City, or its duly authorized representatives, shall have the right to enter the offices of the Provider in order to inspect or audit financial books and records that pertain to the City. At such times, the City, or its duly authorized representatives, shall have the right to inspect any records it deems necessary and appropriate to conduct such an audit; including but not limited to: (i) all billings and invoices; (ii) all personnel records; (iii) all equipment maintenance records; (iv) all bank account records; (v) all federal income tax returns; (vi) all State of Texas franchise tax returns; (vii) all payroll tax records; (viii) all correspondence files; and (ix) all accountant's work papers. The City shall have a right to copy, at its own expense, any records pertaining to City emergency business. The cost of any such audit shall be borne by the City unless a discrepancy of three percent (3%) or greater is found in total income, total expenses, or total cash flow items, in which case the cost of the audit shall be paid by the Provider.

## **XII. RESPONSE TIME**

The Provider agrees to respond to all calls and to transport all clients to their destination with as much speed as is reasonable and prudent under the prevailing conditions. Response times begin at the time that the call for service is received by the Provider. The Provider agrees to meet the following response time requirements: Within the City Limits of Horizon City – eight (8) minutes or less, ninety percent (90%) of the time for the calendar month.

## **XIII. WARRANTIES AND REPRESENTATIONS**

A. The Provider warrants and represents to the City that:

1. It has utilized its best efforts to ensure that all of its employees and independent contractors meet all of the qualifications as stated herein;
2. It will promptly terminate, suspend, or remove from the position that requires the qualifications, any employee who does not meet the qualifications contained

herein. Further, it will immediately remove from the position of driver, any driver who is arrested, on or off duty, for driving while intoxicated or driving under the influence of drugs;

3. It will promptly replace or repair any vehicle or equipment that is not in first class condition, reasonable wear and tear excepted;

4. It will cause its Services to be operated, at all times, in strict compliance with all applicable statutes, laws, regulations, and ordinances, and maintain any bonds required under the Texas Administrative Code.

5. It will pay, in a timely fashion, all taxes and fees.

6. The execution of this Agreement and the performance of its obligations pursuant to this Agreement will not violate the terms of any other agreement;

7. It has reviewed this Agreement with its attorney and has been fully apprised of the legal effect of the terms and conditions of this Agreement;

8. All of the above warranties and representations are true and correct as of the date of this Agreement and will remain true and correct throughout the term of this Agreement.

#### **XIV. OTHER TERMS AND CONDITIONS**

##### **A. Insurance**

The Provider shall provide, at its own expense, the following insurance coverage:

1. Comprehensive automobile insurance coverage extended for fire, theft, or any other physical loss of ambulance except by collision or upset.
2. Collision and upset insurance for all ambulances with value no less than current value of vehicle and contents with not more than One Thousand Dollars (\$1,000) deductible.
3. Automobile liability insurance coverage as required by State Law as may be amended from time to time. Current requirements are in amounts of at least One Million Dollars (\$1,000,000) bodily injury per person; One Million Dollars (\$1,000,000) bodily insurance per incident; and One Million Dollars (\$1,000,000) property damage, including Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth
4. Commercial General Liability insurance or its equivalent, listing the City as an additional insured, providing limits of not less than \$1,000,000 for bodily injury and property damage per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims arising out of the services etc. provided with a general aggregate of \$2,000,000, and a product and completed operations aggregate of \$2,000,000. Coverage should include Damaged to rented premises at a minimum of \$100,000 per occurrence.
5. Liability for Independent Providers Workers' Compensation and Employers' Liability- insurance is equivalent to State of Texas Workers' Compensation Statutory Limits, providing limits of not less than \$1,000,000 for each

accident, each disease per employee \$1,000,000, and policy limit of no less than \$1,000,000. There shall not be any policy exclusions or limitations.

6. Insurance must be written by companies licensed to do business in the State of Texas. The Provider agrees to name City as additional insured in the above referenced insurance policies.
7. All insurance policies must contain a provision that the policy shall not be canceled, modified, expired, or otherwise terminated until after at least thirty (30) days written notice to that effect is given to City.
8. All insurance policies shall be in form and content satisfactory to City and should be submitted to The Town of Horizon at the time of Agreement execution.

The City reserves the right, at any time during the term of this Agreement, to change the amounts and types of insurance required hereunder by giving the Provider thirty (30) days written notice. If such change should result in substantial additional cost to the Provider, the City agrees to modify the Agreement for additional compensation proportional to the increased benefit to the City.

The Provider's failure to procure and maintain the required insurance or self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which the City may immediately terminate this Agreement or, at its discretion, procure or renew such insurance to protect the City's interests and pay any and all premiums in connection therewith, and recover all monies so paid from the Provider.

**B. Nondiscrimination**

In connection with the performance of work under this agreement, the Provider agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin, or ancestry. This provision must be included in all subcontracts.

**C. INDEMNIFICATION/HOLD-HARMLESS AGREEMENT. THE PROVIDER AGREES TO HOLD HARMLESS THE CITY 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 AGREEMENT TO THE CITY, AND ALSO AGREES TO INDEMNIFY THE CITY 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 AGREEMENT WITH CITY.**

**D. Independent Contractor Status**

The Provider agrees that it is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

## **XV. DEFAULT**

A. The occurrence of any of the following events (each, an "Event of Default") constitutes an immediate breach of, and default under, this Agreement, entitling the City to exercise all rights and remedies specified in this Agreement and under all applicable laws:

B. The Provider's failure to pay any obligation it is required to pay by the terms of this Agreement;

C. The Provider's failure to fully and timely perform any of its obligations pursuant to the terms of this Agreement;

D. The insolvency, or transfer in fraud of creditors, or assignment for the benefit of creditors by the Provider, or any of its Principals, defined as all officers and directors of the Provider as well as any shareholder having a controlling ownership of the Provider's outstanding capital stock;

E. The filing by the Provider, or any of its Principals, of a petition for bankruptcy, or the adjudication of the Provider, or any of its Principals, as bankrupt insolvent in proceedings filed against the Provider, or any of its Principals;

F. The appointment of a receiver for all or substantially all the assets of the Provider or any of its Principals;

G. The transfer, conveyance, sale, gift, or assignment by the Principals of the Provider of ownership of any portion of the assets and business of the Provider, except that the transfer of shares of the business between the Principals existing at the time of the execution of this Agreement is permitted;

H. The involuntary conveyance or transfer of ownership of any portion of the assets or business of the Provider.

## **XVI. TERMINATION AND REMEDIES**

Upon the occurrence of any Event of Default as described in this Agreement, the City may do any or more of the following without any notice or demand whatsoever;

1. Terminate this Agreement;
2. Proceed against the Provider for monetary damages;
3. Specifically enforce the provisions of this Agreement by means of a decree from a court of competent jurisdiction.

Absent an Event of Default, either Party may terminate this Agreement at any time without cause by giving thirty (30) days' written notice to terminate to the other party, or upon mutual consent. Both Parties shall cease to incur costs associated with this Agreement upon termination or receipt of written notice to terminate, whichever occurs first.

## **XVII. MISCELLANEOUS**

A. No waiver by the City of any violation or Event of Default shall be deemed or construed to constitute a waiver of any other violation or Event of Default herein contained. Forbearance by the City to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default.

B. The Agreement may not be assigned or subcontracted by the Provider without the written consent of the City. If all or a portion on the contract work is proposed to be assigned or subcontracted, the name of the individual(s) to complete the work, address and the Provider proposed shall be submitted within the scope of the proposal.

C. The Provider represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.

D. The Provider verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.

E. The Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

F. The Provider represents and warrants that (1) it does not, and shall not for the duration of the Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.

G. This Agreement shall be construed in accordance with the laws of the State of Texas and both parties' consent to El Paso County as the exclusive venue for any lawsuits arising from this Agreement. In the event either party fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for other party to enforce its rights by hiring an attorney or third party, the non-prevailing party shall be responsible for all fees and costs incurred by the prevailing party to enforce such rights.

H. The City reserves, and does not waive, its rights of sovereign immunity and similar rights, and its rights under the Texas Tort Claims Act. No provision of this Agreement imposing any obligation or restriction on the City not permitted by applicable law shall be enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code. Any provision of this Agreement permitting or requiring discretion, consent, or approval by the Provider shall be deemed to require the same be exercised reasonably and in good faith.

I. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural unless the context otherwise requires.



J. The captions are inserted in this Agreement for convenience only and in no way define, limit, or describe the scope or intent of this Agreement, or any provisions thereof, nor in any way affect the interpretation of this Agreement.

K. This Agreement may not be altered, changed, or amended except by an instrument in writing signed by both Parties.

L. If any provision of this Agreement is found to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall continue as if such illegal, invalid, or unenforceable provision was not part of this Agreement.

M. This Agreement is the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties, or other matters, oral or written, purportedly agreed to or represented by or on behalf of either party or by any of their employees or agents, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Both parties acknowledge that they are entering into the Agreement solely on the basis of the representations and warranties contained herein.

IN WITNESS WHEREOF, we have hereunto set out hands on this the \_\_\_\_ day of, 20\_\_.

ATTEST:

TOWN OF HORIZON CITY

By: \_\_\_\_\_  
Elvia Schuller, City Clerk

By: \_\_\_\_\_  
Ruben Mendoza, Mayor

\_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_