

VENDORS SHALL IMMEDIATELY COMPLETE THIS
SPECIFICATION DOWNLOAD ACKNOWLEDGEMENT
AND RETURN IT VIA EMAIL TO: STEPHANIE.KEETON@CO.LIBERTY.TX.US

These specifications have been made available on-line to view and/or download for your convenience.

By downloading these specifications, you have agreed to monitor Liberty County Purchasing's Webpage for Addenda pertaining to this request for proposal.

REQUEST FOR PROPOSAL #25-11
Emergency Ambulance Services

_____	_____
Date	Legal Name of Company

Mailing Address	

_____	_____
E-Mail Address	Phone Number

Contact Name	Signature

Submission of this form does not guarantee addenda notification.

It is the responsibility of the Vendor
to monitor Liberty County Purchasing's Website
for the most current information and addenda



REQUEST FOR PROPOSAL #25-11

July 3, 2025

Emergency Ambulance Services

You are invited to submit a proposal, in accordance with the requirements of this solicitation as attached, the County's Request for Proposal ("RFP") for Emergency Ambulance Services.

Proposals will be accepted until 10:00 a.m. on July 24, 2025, at 2099 Sam Houston Street, Liberty, Texas 77575 in the Purchasing Department. The names of the respondents will be read aloud publicly immediately after the submittal deadline.

Proposals must be delivered to the County Purchasing Agent by the time and date specified. It is the responsibility of the Contractor to ensure that the RFP is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether the delay was outside the control of the submitting provider.

It shall be the Contractor's responsibility to make inquiry as to change or addenda issued, and to monitor the website. Vendors are responsible for monitoring the Purchasing Departments' website at www.co.liberty.tx.us/purchasing for addenda. No addenda will be issued three (3) days prior to bid opening date.

Submission of a proposal constitutes the vendor's acceptance of, and capability to meet or exceed, all requirements set forth in this Request for Proposal. Upon approval by the Liberty County Commissioners Court, the selected proposal and its contents will become part of the contractual agreement between Liberty County and the awarded vendor. Proposals will be evaluated and awarded as promptly as possible, allowing sufficient time for a thorough review and analysis of all submissions.

Liberty County is an Affirmative Action/Equal Opportunity Employer, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

Regards,

A handwritten signature in blue ink, appearing to read "SKetton", is written over a horizontal line.

Stephanie Keeton
Assistant Purchasing Agent

Request for Proposals (RFP) #25-11 for Emergency Ambulance Services.

Liberty County is seeking proposals for Emergency Ambulance Services. All companies providing such services are invited to submit a proposal. The successful contractor, herein after called (Contractor), must meet all requirements of this RFP, maintain proper licensing, and comply with all federal, state, and local laws and mandates relative to the services specified in this RFP. The following are the required elements of this request for proposal. Information regarding this request for proposal can be provided by contacting the person listed as the Sole Point of Contact.

PURPOSE

Liberty County, herein “the County”, seeks to establish a firm, fixed- price, term contract for Emergency Ambulance Services, with qualified Individuals, Firms or Corporations, herein after “Respondent(s)”. The County intends to provide this contract as a subsidy to cover the costs of emergency medical services (EMS) that may not be fully recovered through patient fees or insurance reimbursements.

Contract

The Contractor will be required to execute a written contract, which will incorporate the specific requirements set forth in the Scope of Service and if applicable, any additional services agreed upon by both parties, for a period of three (3) years with the option to renew three (3) additional one (1) year periods. No contract shall be considered in effect until it has been fully executed by all parties. The County anticipates the contract to begin April 1, 2026.

The annual subsidy required and awarded through this RFP and contract process will be paid on a monthly basis. The contract will not be awarded based solely on which Contractor submitted the lowest subsidy requirement.

SCOPE OF SERVICE (Specifications) – Attached as Exhibit A

SCHEDULE OF EVENTS

Note: All dates are tentative, and the County reserves the right to change these dates at any time. At the sole discretion of the County events listed in the Schedule of Events are subject to scheduling changes and cancellation. The County will make public any changes to stated.

Advertisements of RFP	July 3, 2025 & July 10, 2025
Deadline for submission of RFP clarifications	July 11, 2025, at 5:00 PM
If applicable, Issuance of Responses to RFP clarifications	July 15, 2025
Deadline for submission of proposals	July 24, 2025, at 10:00 AM
Evaluation of Proposals	July 30, 2025, through August 7, 2025
Anticipated date of Award	August 26, 2025
Anticipated start Date of Contract	April 1, 2025
Contract Kick-Off Meeting with Awarded Respondent	To be determined

MINIMUM QUALIFICATIONS

Respondents must meet the minimum qualifications listed below. Furthermore, solicitation responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected, in the sole discretion of the County.

Respondents must:

- have recently been in business for a minimum of five (5) years
- be financially solvent and adequately capitalized; and
- be authorized to do business in the State of Texas

OVERVIEW

Liberty County's Emergency Ambulance Services are currently contracted with Allegiance Mobile Health through March 31, 2026. Under this contract, a total of six (6) ambulances—two (2) Basic Life Support (BLS) units and four (4) Advanced Life Support (ALS) units—are stationed throughout the county, along with one (1) Paramedic Chase vehicle. These units are centrally located in the following areas: Hardin, Plum Grove, Raywood, Tarkington, and West Lake. The total annual cost for these services is one million, one hundred ten thousand dollars and no/100 (\$1,110,000.00).

Based on an average of the information below, seventy-one percent (71%) of calls resulted in transport for the 2024 calendar year.

2024	Calls	Transports	The Pay Mix for 2024 calendar year has been reported as the following:	
January	562	393	Medicare	12.33%
February	472	326	Medicare MAP	32.39%
March	554	392	Medicaid	1.02%
April	487	353	MedicaidMCO	10.19%
May	535	376	Insurance	18.00%
June	542	370	Private	26.07%
July	600	439		
August	559	400		
September	520	370		
October	533	394		
November	532	375		
December	602	427		
	6,498	4,615		

As of the 2020 census, Liberty County's population was 91,628.^[1] The county seat is Liberty. Liberty County is included in the Houston-The Woodlands-Sugar Land, TX metropolitan statistical area.

According to the U.S. Census Bureau, the county has a total area of 1,176 sq mi (3,050 km²), of which 18 sq mi (47 km²) (1.5%) are covered by water.^[7]

Adjacent counties

Polk County (north)
Hardin County (east)
Jefferson County (southeast)
Chambers County (south)
Harris County (southwest)
Montgomery County (west)
San Jacinto County (northwest)

Cities

Ames
Cleveland
Daisetta
Dayton
Dayton Lakes
Devers
Hardin
Liberty (county seat)
Mont Belvieu (mostly in Chambers County)
Nome
North Cleveland
Old River-Winfree (mostly in Chambers County)
Plum Grove

Town

Kenefick

National protected areas

Big Thicket National Preserve (part)
Trinity River National Wildlife Refuge

Unincorporated communities

Colony Ridge
Dolen
Eastgate
Hightower
Hoop and Holler
Macedonia
Moss Bluff
Moss Hill
Rayburn
Raywood
Romayor
Rye
Stilson
Tarkington Prairie

Census-designated place

Big Thicket Lake Estates (partly in Polk County)
Hull

GENERAL TERMS AND CONDITIONS

1. Liberty County reserves the right to reject any or all offers/offers, and to select any part or parts thereof without accepting the entire bid/offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Liberty County may purchase through the source that provides the lowest and best bid/offer to the County.
2. Liberty County hereby notifies Offeror/Contractor that pursuant to Texas Local Government Code 262.0276 (effective September 1, 2003) Liberty County is prohibited from entering a contract or other transaction which requires approval by Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited liability corporation or other entity which is indebted to the County. Further, this contract may be terminated, and payment withheld if awarded Contractor/Contractor becomes indebted to the County during the term of the Contract.
3. All contracts will be awarded by Liberty County without consideration as to race, religion, sex, national origin or disability of Contractor. Contractors are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
4. The successful offer, when properly supplemented by any bonds and/or certificates of insurance as may be required herein, and when accepted by Liberty County, shall constitute a Contract equally binding between the contractor and Liberty County. No invoices will be paid prior to acceptance of Contract by Liberty County. No different or additional terms will become a part of this Contract.
5. If a contractor, if applicable, defaults by failing to supply bonds and/or certificates of insurance within the ten (10) day period allotted, the award shall pass to the next lowest Contractor upon the approval of Commissioners Court.
6. Offeror, in submitting this bid/offer, agrees that Liberty County shall not be liable to prosecution for damages if the County declares the Contractor in default.
7. The Offeror/Contractor shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official or director of Liberty County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.
8. The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made based on this statement.
9. If the offeror electronically scans, re-types or in some way reproduces the County's published solicitation package, then in the event of any conflict between the terms and provisions of the County's published solicitation package, and the terms and provisions of the response made by Contractor, the County's solicitation package as published shall control.
10. If applicable, contracts will not be awarded to any party that has been debarred, suspended, excluded or ineligible for participation in federal assistance programs.

11. ESTIMATED BUSINESS VOLUMES

The County specifically makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, quantities or length of long-distance transports, or frequency of special events coverage that may be associated with this procurement.

ADDITIONAL REQUIREMENTS IF AWARDED

1. Bonding

Within ten (10) days of contract execution, the awarded vendor shall provide to the County Bonds will be provided at the successful offerors' expense and should be included in your proposed pricing.

a) Performance Bond

Pursuant to the provisions of Section 2253.021 of the Texas Government Code, if the amount of the contract awarded to the contractor exceeds \$100,000.00, the contractor shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of Liberty County and is conditioned on the faithful performance of the work in accordance with the plans and contract documents.

b) Payment Bond

Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the contractor exceeds \$25,000.00, the contractor shall execute a payment bond in the amount of the contract. Said bonds are solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material.

2. Documentation affirming the qualifications and licensure of Service and its employees, to provide the services.

3. Insurance

Within thirty (30) days of contract execution, and on each anniversary thereof, the awarded vendor shall provide to the County proof of adequate insurance coverage in type and in an amount which would be considered reasonable and commensurate with current industry standards for this type of service.

- i. All insurance required shall be issued and maintained with responsible insurance companies organized under the laws of one of the states of the United States, qualified to do business in Texas and having a rating from A.M. Best of A- or higher.

- ii. The contractor shall maintain at a minimum, the following insurances during the execution of the contract:

General Liability

\$ 1,000,000 per occurrence limit

\$ 2,000,000 aggregate limit

Automobile Liability

\$ 1,000,000 combined single limit

Workers Compensation

Statutory Limits

\$ 1,000,000 employer's liability limits

- iii. All insurance requirements, including workmen's compensation and liability, as outlined in Texas state statutes, shall be met prior to any services rendered and shall remain in effect during the term of this contract.
- iv. Each policy shall name Liberty County as **additional insured**, shall include a waiver of subrogation, and shall hold Liberty County harmless against all claims arising from acts and/or omissions of Service under this Agreement. Service shall notify the County within 15 days of any termination or change of coverage regarding said insurance.
- v. Liberty County Purchasing, 2099 Sam Houston Street, Liberty, Texas, 77575 shall be listed as a **Certificate Holder**.
- vi. Insurance Renewals and Notice of Cancellations may also be sent electronically to stephanie.keeton@co.liberty.tx.us.

INSTRUCTIONS TO CONTRACTORS

Prohibited Communication

On issuance of this solicitation, except for the written and/or telephone inquiries described in the Sole Point of Contact listed below, the County, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent or their representative(s). This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. **Failure to comply with these requirements may result in disqualification of respondent's solicitation response.**

Sole Point of Contact

All requests, questions, or other communication about this solicitation shall be made in writing to the County, addressed to the person listed below (Sole Point of Contact). Additionally, a phone number is provided for purposes such as instructing a potential respondent through matters referenced in this solicitation. Communication via telephone is not binding.

Name	Stephanie Keeton
Title	Assistant Purchasing Agent, Liberty County
Phone	(936)253-8045
Email	Stephanie.Keeton@co.liberty.tx.us

Questions

The County will allow written questions and requests for clarification of this solicitation until July 11, 2025 at 5:00 p.m. Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in the solicitation. However, the County, at its sole discretion, may respond to questions or other written requests received after the deadline. Please provide company name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.

Irregularities

Any irregularities or lack of clarity in this solicitation should be brought to the attention of the Point of Contact listed in this solicitation as soon as possible so corrective addenda may be furnished to prospective Respondents.

Clarifications

Respondents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in the solicitation in the manner and by the deadline for submitting questions. If a respondent fails to properly and timely notify the Point of Contact of such issues, the respondent submits its solicitation at its own risk, and if awarded a Contract: (1) shall have waived any claim of error or ambiguity in the solicitation and any resulting Contract, (2) shall not contest the interpretation by any County of such provision(s), and (3) shall not be entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

Responses to questions or other written requests for clarification may be posted on the County website. The County reserves the right to amend answers prior to the deadline of solicitation Responses. Amended answers may be posted on the County website. It is the respondent's responsibility to check the County website or contact the Point of Contact for updated responses. The County also reserves the right to decline to answer any question or questions or to provide a single consolidated response of all questions they choose to answer in any manner at the County's sole discretion.

Changes, Amendment or Modification to Solicitation

The County reserves the right to change, amend or modify any provision of this solicitation, or to withdraw this solicitation, at any time prior to the award, if it is in the best interest of the County and make public any

changes, amendment, or modification. It is the responsibility of the respondent to periodically check the County website to ensure full compliance with the requirements of this solicitation.

Solicitation Response Submission and Delivery

Contractors shall submit six bound sets (***1 original and 5 copies***) and one **(1) electronic copy** of the proposal. The original shall be clearly marked “ORIGINAL” and contain all original signatures.

Proposals must be sealed and clearly marked with the name of Contractor, RFP #25-11 and received the address below and be time-stamped or otherwise acknowledged by the County by **July 24, 2025, no later than 10:00 a.m.**

Liberty County Purchasing
2099 Sam Houston Street
Liberty, Texas 77575

Respondents must deliver solicitation responses by U.S. Postal Service, Overnight/Express Mail or Hand Delivery. Solicitation responses submitted by any other method will NOT be considered.

The County will not be held responsible for any solicitation response that is mishandled prior to receipt by the County. The County will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission errors that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent’s response.

NOTE: The County Observes the below holidays over the next four (4) months, County Offices will be closed.

September 1st, 2025 -Labor Day

October 13th, 2025 -Columbus Day

Alterations, Modifications, and Withdrawals

Prior to the Solicitation submission deadline, a respondent may: (1) withdraw its solicitation response by submitting a written request to the Point of Contact identified above; or (2) modify its solicitation response by submitting a written amendment to the Point of Contact identified above. The County may request solicitation response Modifications at any time.

Conflicts

Utilizing forms in Attachment B, the respondent must certify that it does not have any personal or business interests that present a conflict of interest with respect to the RFP and any resulting contract. Additionally, if applicable, the respondent must disclose all potential conflicts of interest. The respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence, and objectivity will be maintained. The County will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a solicitation response or termination of a contract.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any.

The following information will be needed for proper 1295 form completion:

- | | |
|---|-------------------------------------|
| • Name of the Governmental Entity: | Liberty County |
| • Contract ID: | #25-11 |
| • Description: | Emergency Ambulance Services |

Proposal Format and Requirements

To achieve a uniform review process, and to obtain a maximum degree of comparability, it is required that proposals be organized in the following manner with tabs separating each section. The Respondent shall complete and/or supply the information below and in order.

Prior to the first Tab in the Respondents' Proposal, submit all forms found as Attachment B in the following order.

1. Company Profile and Background

a) Company Narrative and Information

Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

b) A statement describing Contractor's standing with the Texas Department of State Health Services; and its standing in other states that the Contractor has done business in the past five (5).

- i. Detail any Texas Department of Health and all other regulatory investigations, findings, actions, complaints, and their respective resolutions within the last 5 years.
- ii. Specifically include details about any and all emergency (911) contract terminations within the last 5 years.

c) List of all cities and counties or subdivisions thereof, for which it provides an ambulance service, with the name, address and telephone number of a contact person representing each such city, county or subdivision. The County reserves the right to contact any or all these name individuals to inquire about offerors' quality of services.

d) A copy of its protocol for its current level of ambulance service for the local in which it operates closest to or within the County.

e) Provide evidence that clearly documents the financial history of the organization. All financial information should be reported for the operational unit responsible for the proposal. If the organization is a multi-site operator or subsidiary operation, it may report consolidated financial information. The Contractor will also provide and document the following:

- i. Access to sufficient capital to provide for the implementation and start-up of the contract.
- ii. Any issue or potential event that may have a material bearing on the financial condition, solvency or creditworthiness of the organization. These should include any material contingent liabilities or uninsured potential losses.
- iii. If the company is not publicly traded, copies of financial statements for the last 3 years. If the organization is a multi-site operator or subsidiary operation, it may report consolidated financial information.

f) Litigation and Contract History Respondents must include in their solicitation response a complete disclosure of any alleged or significant contractual failures. In addition, respondents must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves respondent or in which respondent has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify respondents. Solicitation response may be rejected based upon respondent's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

2. Technical

The successful offeror will be required to assume coverage of the County on April 1st, 2026.

- a) Respondents shall acknowledge with a statement noting the amount of time necessary, after contract award, to assume coverage of the area to provide all services proposed.
- b) Provide a copy of employee drug control policy.
- c) Provide the year, make and model of all ambulances planned to be assigned to service to the County along with the Vehicle maintenance protocols and minimum standards. If possible, provide the design of the ambulance your company intends to utilize if awarded Liberty County's contract.
- d) Omissions and/or Additions to the Scope of Work The respondent shall carefully examine the Scope of Work provided as Exhibit A. In this section of the proposal, the respondent shall suggest removal and/or additions if any, to the scope of work provided by the County. The respondent shall list, if applicable, changes proposed in the order it is written in Exhibit A, by copying the information provided by the county, and then explain directly beneath the item what should be considered instead and a brief explanation of why the suggestion. Please highlight the proposed suggestion to be easily distinguished.
- e) Contract Any desired additional language or revisions to the contract should be noted in this section, if none, the respondent shall submit a written statement regarding no changes desired.

3. Proposed Pricing

Respondent shall complete the Price Proposal Form attached as Exhibit B.

- a) Respondents proposed pricing shall reflect all financial Subsidies/Incentives (if any), which the Offeror will require from the County to meet the specifications of the bid and operate within the County' jurisdiction.
- b) The Price Proposal will be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the Project, including all direct costs and expenses, and will also include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees including but not limited to disposal, charges and taxes; labor, direct and indirect payroll costs; insurance costs; cost of equipment, material, tools and transportation; and operating margin (profit).
- c) Proposal prices shall be firm and shall not be amended after the date and time of the proposal opening.
- d) This form must be utilized and complete, do not submit any pricing or explanation of profit on any other forms or additional pages.
- e) PATIENT FEES

This subsidized contract enables the Contractor to provide high-quality, timely emergency medical care without withholding services due to a patient's inability to pay. While the Contractor may charge patients a fee for service, such fees shall be subject to mutual agreement between the County and the Contractor.

- i. Respondents shall submit a proposed patient fee schedule
- ii. Provide a copy of its most current rate and/or fee schedule for the locale(s) in which it operates closest to or within the County.

EVALUATION

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to the County and further helps the County in receiving the services listed in the RFP.

1. Initial Compliance Screening

The County will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character, responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."

2. Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee that will utilize the weighted evaluation criteria listed below to rank Contractors. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge, or experience with the services and/or goods being procured hereunder. Respondents meeting all requirements and deemed most qualified may receive further evaluation via a virtual meeting with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Responses will be evaluated based upon the criteria outlined in this document and scored accordingly. The respondent whose submission is determined to be the most advantageous to Liberty County, taking into consideration the evaluation factors set forth, shall be selected. Liberty County may waive informalities and minor irregularities on responses received.

If no vendor adequately meets the requirements, specifications, pricing, or any other standards as defined herein, Liberty County reserves the right to reject any or all responses or parts thereof. This RFP does not commit Liberty County to award any contract or to pay any costs incurred in the preparation of responses. Liberty County reserves the right to accept or reject, in whole or in part, all responses submitted and/or to cancel this RFP.

3. Evaluation Criteria

Proposals will be evaluated utilizing the factors, as weighted below:

- | | |
|---|-----|
| a) Company Background & History | 30% |
| b) Technical Capabilities, Expertise and Understanding of the needs of the County | 30% |
| c) Reasonability of fees/pricing as compared to other Contractors | 35% |
| d) Overall Completeness of Proposal Packet | 5% |

4. Additional Evaluation Criteria

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies/services requested. If an Contractor(s) who has the lowest price is deemed to be non-responsive, County will disqualify the offer and evaluate the response of the next lowest priced responsive Contractor.

After the proposals are received and initially evaluated, the County may require one or more of the Offerors to provide an oral presentation as a supplement to their proposal. The County has no obligation to grant interviews. The County Reserves the right to adjust the evaluation of offerors after an interview.

5. Competitive Range and Best and Final Offer

The County may determine that certain solicitation responses are within the competitive range and may use this range to award multiple Contracts. If the County elects to limit award consideration to a competitive range, the competitive range will consist of the solicitation responses that receive the highest or most satisfactory ratings, based on the published evaluation criteria and procedures governing this procurement. The County, in the interest of administrative efficiency, may place reasonable limits on the number of solicitation responses that will be included in the competitive range. The County reserves the right to negotiate with any and all service providers submitting timely RFPs.

6. Informalities

The County reserves the right to waive minor informalities in a solicitation response if it is in the best interest of the County. A “minor informality” is an omission or error that, in the County’s determination if waived or modified when evaluating solicitation responses, would not give a respondent an unfair advantage over other respondents or result in a material change in the solicitation response or solicitation requirements.

7. Consideration of Award

To be considered for award, respondents must adhere to the requirements as set forth by in Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards contained within this solicitation and provide all other required information and documentation as set forth in this solicitation.

Respondents must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this solicitation and to produce the specified services on time.

The County, at its sole discretion, may conduct further negotiation to determine the final value of the Agreement to be awarded.

TERM CONTRACT For EMERGENCY AMBULANCE SERVICES

THIS AGREEMENT, entered into the _____ day of _____, by and between Liberty County, Texas, hereinafter called the “County”, acting herein by Jay Knight, Liberty County Judge hereunto duly authorized, and _____ hereinafter called “Vendor” and/or “Contractor”, acting herein by _____.

Vendor Name

Vendors Authorized Signer, Name & Title

WITNESSETH THAT:

Liberty County, Texas desires to engage _____ to render certain services as set out in the County’s Invitation to Bid #25-11 for Emergency Ambulance Services and the response submitted by the Vendor.

Vendor Name

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services, as attached Exhibit A.

2. Compensation

The Vendor/Contractor shall be compensated with the per unit pricing submitted on their Pricing Form, attached as Exhibit B.

a. Annual Subsidy and Payments:

Payment to the Vendor/Contractor shall be based on satisfactory completion of identified services and payment of this Agreement will be paid with monthly installments by the 15th of each month.

- b. Any proposed rate increase must be submitted to and approved by the Liberty County Commissioners Court. Rate increases shall be limited to one (1) per calendar year and must be proportionately based on the following indices: Seventy-five percent (75%) of the Medical Consumer Price Index (MCPI), and Twenty-five percent (25%) of the Local Consumer Price Index (LCPI). No rate adjustment shall take effect without formal approval from the Court.

3. Federal and State of Texas Compliance

The Vendor/Contractor agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

4. Contract Term

The contract between the County and Vendor/Contractor shall commence on _____, 2026, and be in full effect until _____ 2029, with the option to renew with negotiated pricing, if applicable, upon mutual agreement between the County and the Vendor/Contractor for three (3) additional one (1) year periods. If applicable, contract renewals will be added as addenda to this agreement. Following the base term and any allowable extensions, The County may extend any resulting Contract for the purpose of completing a new procurement, and/or to transition to a new vendor if necessary to avoid interruption in Entity Services.

5. Addenda

This Agreement may be amended by mutual agreement of the parties hereto by a written addenda to be attached and incorporated into this Agreement.

6. Licenses, Permits, Taxes, Fees, Laws, and Regulations

- a. Vendor/Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor/Contractor's performance of this Agreement.
- b. Vendor/Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor/Contractor's performance of this Agreement.

- c. Vendor/Contractor will comply with and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations: and the rules and regulations of the County.
- d. Vendor/Contractor shall pay or cause to be paid, without cost or expense to Liberty County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

7. Ownership and Use of Work Material

- a. All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Vendor/Contractor or any Vendor/Contractor's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by County, are the sole property of County and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- b. Vendor/Contractor grants and assigns to Liberty County all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with Liberty County in any steps Liberty County may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.
- c. Vendor/Contractor will deliver all Work Material to Liberty County upon expiration or termination of this Agreement. Liberty County will have the right to use the Work Material for Ownership and Use of Work Material the completion of the Services or otherwise. Liberty County may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person or organization other than Liberty County on other projects unless expressly authorized by Liberty County in writing.
- d. The Work Material will not be used or published by Vendor/Contractor or any other party unless expressly authorized by Liberty County in writing. Vendor/Contractor will treat all Work Material as confidential.

8. Local Program Liaison

For purposes of this Agreement, Liberty County Purchasing or designee will serve as the Local Program Liaison and primary point of contact for the Vendor/Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

9. Notice of Litigation

The Contractor shall agree to notify the County's Commissioners' Court or their designated appointee, within twenty-four (24) hours of any litigation or significant potential for litigation or any (new or current) Texas Department of State Health Services investigations of which the Contractor becomes aware. Further, the Contractor will be required to warrant that it will disclose in writing to the County all litigation involving the Contractor, the Contractor's related organization, owners and key personnel.

10. Mutual Aid Agreements and Service Boundaries

It is understood and agreed by the parties that the Contractor may maintain reciprocal agreements with other emergency medical service providers for the purpose of furnishing mutual aid in extraordinary circumstances beyond its primary service area. Nothing in this Agreement shall be construed to modify, limit, or invalidate the terms of any such mutual aid agreements.

Furthermore, Liberty County shall have no financial obligation for services rendered by the Contractor outside the geographic boundaries specified in this Agreement, unless such services are expressly authorized in writing by the County.

11. Maintenance of and Access to Records

- a. The Vendor/Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. At any time during the term of this Contract and for a period of four (4) years thereafter, The State of Texas, Liberty County, and/or other federal, State and local agencies which may have jurisdiction over this Contract and/or purchase order, at reasonable times and at its expense reserve the right to audit Contractor's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at Contractors' expense within two (2) weeks of written request.
- c. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right to access records (electronic and otherwise) of the Vendor/Contractor in order to conduct audits or other investigations. Records shall be maintained by the Vendor/Contractor for a period of five (5) years after all funds have been expended or returned to USDT, whichever is later.
- d. The County reserves the right, at Contractor's expense, to examine the books and records of the Contractor including but not limited to accounts payable, accounts receivable, salaries, scheduling and staffing, quality assurance, maintenance of vehicles and equipment, daily inspection sheets, and general operations.
- e. The County shall reserve the right to conduct an audit of the Contractors' books for the preceding twelve (12) months. Such an audit shall be in keeping with accepted practices and standards of the industry.

12. Exclusion of Extraordinary Events and Disaster Response

It is understood and agreed by the parties that:

- (i) the emergency medical services to be provided under this Agreement, and
 - (ii) the compensation to be paid hereunder,
- are intended solely for normal and routine emergency ambulance services rendered within the scope of daily operations.

This Agreement specifically excludes services provided in connection with natural disasters, acts of God, public health emergencies, or other extraordinary events that may qualify for reimbursement or compensation through the Federal Emergency Management Agency (FEMA) or any other state or federal funding sources, however named or described.

13. Default and Provisions for Early Termination

Conditions and circumstances that constitute a default of the contract include but are not limited to the following:

- a. Failure of the Contractor to operate the system in a manner that enables the County and the Contractor to remain in compliance with federal or state laws, rules or regulations.
- b. Falsification of information supplied by the Contractor during or subsequent to this procurement process.
- c. Creating patient responses or transports so as to artificially inflate run volumes.
- d. Failure of the Contractor to provide data generated in the course of operations including by way of example, but not by way of exclusion, dispatch data, patient report data, response time data, on-scene time data or financial data or other reporting requirements.
- e. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period.
- f. Failure of the Contractor's employees to conduct themselves in a professional and courteous manner and present a professional appearance.
- g. Failure of the Contractor to maintain equipment in accordance with manufacturer recommended maintenance procedures.
- h. Failure of the Contractor to cooperate with and assist the County after default has been declared.

- i. Acceptances by the Contractor or Contractor's employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the Contractor or Contractor's employees could be reasonably construed as a violation of federal, state or local law.
- j. Payment by the Contractor or any of the Contractor's employees of bribe, kickback or consideration of any kind to any federal, state or local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably construed as a violation of any federal, state or local law.
- k. Failure of the Contractor to meet the system standards of care.
- l. Failure of the Contractor to maintain insurance and Indemnity in accordance with the contract.
- m. The Liberty County's Commissioner's Court shall at any time, at will, terminate any and all EMS provider contract(s).
- n. Failure to meet the prescribed average response time and other related metrics.
- o. Failure to attend two or more quarterly Commissioner's Courts in a 12- month period and/or failure to provide 3 or more monthly reports to The Commissioner's Courts, or their designee, in a 12-month period.
- p. County may terminate this Agreement immediately in the event of the filing by or against Vendor/Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Vendor/Contractor becomes insolvent.
- q. The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.
- r. Upon termination of this Agreement, Vendor/Contractor will deliver to the appropriate representative of County all Work Material related to the services performed by Vendor/Contractor in the format requested by County together with any keys, identification badges, or equipment owned by County.

14. Indemnification

- a. The Vendor/Contractor shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees arising out of the Vendor/Contractor's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State, and local taxes on contributions imposed or required under the Social Security, worker's compensation, and income tax laws.
- b. To the fullest extent permitted by law, Service shall defend indemnify and hold harmless the County, its consultants, agents and employees from and against suits, claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out or resulting from performance of the work to the extent that such claim, damage, loss or expense is attributable to bodily or personal injury, sickness, disease or death or to injury to or destruction of tangible property, including loss of use resulting therefrom and is caused in whole or in part by negligent acts or omissions or acts or omissions of the Service, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. This indemnity shall include but not be limited to, any claim or suit brought by an employee of the Service or any of the Service's subcontractors. This indemnity obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
- c. To the fullest extent permissible under Texas law, the County shall indemnify, defend, and hold harmless the Service, its officers, agents, and employees with respect to any claims or demands, actions, damages, costs and other expenses including attorney's fees, court costs or mediation expenses resulting from any errors, omissions, torts or other negligent acts or omissions of the County, its agents, servants, employees, associates, affiliates or subcontractors. Notwithstanding anything contained in this paragraph or this contract to the contrary, nothing in this contract shall be interpreted or construed as a waiver, relinquishment or abandonment of sovereign immunity granted or available to either or both parties to this contract. Accordingly, this indemnity provision shall

apply, but not in such a way as to bypass, override or supersede any sovereign immunity claim by either party to this contract. Furthermore, nothing in this contract shall be deemed as waiver or relinquishment of any Texas constitutional claim pertaining to the application of any indemnity claim under this contract.

- d. The parties expressly acknowledge that the Service is contracted by the County only for the purposes and to the extent set forth in this Agreement, and the relationship of the Service to the County shall during the period or periods hereunder, be that of an independent contractor. The Service shall not be considered as having employee, subcontractor, agent, or joint venture status. Neither party shall be deemed an employee or agent of the other party. This Agreement does not constitute a joint venture, either expressed or implied.
- e. To effectuate the purpose of this Section, the indemnified party, as the case may be, shall give written notice of any suit or claim within twenty-one (21) days of the date of receipt of same to the indemnifying party. The indemnifying party shall have the right, but not the obligation, to participate in the defense of the claim or suit by engaging its own counsel and conducting any defense of any claim it may be called upon to pay the party to be indemnified. The party to be indemnified shall cooperate fully with the indemnifying party.

15. Dispute Resolution Process

Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following procedures ("Dispute Resolution Process").

- a. The aggrieved party shall notify the responding party of the dispute, by way of a meeting or a writing which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding party shall attend said meeting or respond to the writing as soon as is practicable but in no event later than five (5) business days.
- b. After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution of the problem(s), the Parties shall schedule a meeting and designate representative(s) to attend such meeting to attempt to resolve the dispute.
- c. If the Parties reach an accord at any stage of the meeting, they shall reduce their agreement to a writing which, with the approval of their respective governing boards, shall constitute an amendment to this Agreement with respect to the subject matter of the dispute. The terms and conditions of such amendment shall not supersede the terms and conditions of this Agreement with respect to any matters other than the subject matter submitted to the Dispute Resolution Process.
- d. If the Parties are unable to reach a resolution of the dispute within a reasonable time following the meeting contemplated by section C above, either party may pursue such legal and equitable remedies as are available to them under Texas law.

15. Breach of Contract Claims

To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the County and the Vendor/Contractor to attempt to resolve any claim for breach of contract made by Vendor/Contractor that cannot be resolved in the ordinary course of business. The County designee will examine Vendor/Contractor's claim and any counterclaim and negotiate with Vendor/Contractor in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of this Agreement by the County nor any other conduct, action, or inaction of any representative of the County relating to this Agreement constitutes or is intended to constitute a waiver of the County's or the state's sovereign immunity to suit; and (ii) the County has not waived its right to seek redress in the courts.

- a. In the event of contract breach, the County will give the Contractor written notice, return receipt requested, setting forth with reasonable specifics the nature of the breach. Within ten (10) calendar days of receipt of such notice, the Contractor will deliver to the County, in writing, a plan to cure such breach. The plan will be updated, in writing, every ten (10) calendar days until the breach is cured.

- b. The Contractor shall have the right to cure such breach within thirty (30) calendar days of receipt of notice of the breach. If the Contractor fails to cure such breach within the period allowed for cure (such failure to be determined by the sole and absolute discretion of the County), or the Contractor fails to timely deliver the cure plan, or updates to the County, the County may immediately terminate the contract. The Contractor will cooperate completely and immediately with the County to affect a prompt and orderly transfer of all responsibilities to another provider as awarded by the County.
- c. The Contractor will not be prohibited from disputing any findings of default through litigation, provided, however, that such litigation will not have the effect of delaying, in any way, the immediate transfer of operations to another provider as awarded by the County. Such dispute by the Contractor will not delay the County access to funds made available by the letter of credit or cash account.
- d. These provisions will be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety. Any legal dispute concerning the finding that a default has occurred will be initiated and shall take place only after the transfer of operations to another provider as awarded by the County has been completed, and will not, under any circumstances, delay the process of transferring operations to the County or delay the County's access to performance security funds as needed by the County to finance such transfer of operations.
- e. If conditions or circumstances constituting a default arise, as set forth above, the County shall have all rights and remedies available at law or in equity under the contract, specifically including the right to terminate the contract. The County's remedies shall be cumulative and shall be in addition to any other remedy available to the County.
- f. If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

16. **Undocumented Workers**

The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("**Immigration Act**") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("**I-9 Form**") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Vendor/Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Vendor/Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, the County may terminate this Agreement in accordance with **Section 9**. Vendor/Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

17. **Responsibility for Individuals Performing Services; Criminal Background Checks**

Each individual who is assigned to perform the Services under this Agreement will be an employee of Vendor/Contractor or an employee of a subcontractor engaged by Vendor/Contractor. Vendor/Contractor is responsible for the performance of all individuals performing the Services under this Agreement. Prior to commencing the Services, Vendor/Contractor will (1) provide the County with a list ("**List**") of all individuals who may be assigned to perform the Services, and (2) have an appropriate

criminal background screening performed on all the individuals on the List. Vendor/Contractor will determine on a case-by-case basis whether each individual assigned to perform the Services is qualified to provide the services. Vendor/Contractor will not knowingly assign any individual to provide services who has a history of criminal conduct, including violent or sexual offenses. Vendor/Contractor will update the List each time there is a change in the individuals assigned to perform the Services.

18. Certification regarding Boycotting Israel

If (1) this agreement has a total value in excess of \$100,000.00 and (2) Vendor/Contractor is a for-profit business with at least ten (10) employees, then pursuant to Chapter 2270, Texas Government Code, Vendor/Contractor certifies (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Vendor/Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

19. Vendor/Contractor Verification regarding Boycotting Energy Companies

If (1) this agreement has a total value in excess of \$100,000, and (2) Vendor/Contractor is a for-profit business with at least ten (10) employees, then, if applicable, pursuant to Chapter 2274, *Texas Government Code* ~~(enacted by [SB 13, 87th Texas Legislature, Regular Session \(2021\)](#))~~, Vendor/Contractor verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of this Agreement. Vendor/Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

20. Certification regarding Business with Certain Countries and Organizations

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor/Contractor certifies Vendor/Contractor is not engaged in Business with Iran, Sudan, or a foreign terrorist organization. Vendor/Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

21. Debarment and Suspension

The Vendor/Contractor will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, in the event an awarded party or their subcontractor(s) becomes debarred, suspended, excluded or ineligible for participation in federal assistance programs after award of contract, the awarded contract shall be cancelled without notice.

22. Vendor/Contractor Certification Relating to Critical Infrastructure

Pursuant to Chapter 2274, *Texas Government Code* (enacted by [SB 2116, 87th Texas Legislature, Regular Session \(2021\)](#)), Vendor/Contractor certifies (A) it is neither owned by nor is the majority of stock or other ownership interest of the Vendor/Contractor held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the *Texas Government Code* (a "designated country") or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; and (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country. Vendor/Contractor understands that the prohibitions set forth in the preceding sentence apply regardless of whether (1) Vendor/Contractor's or its parent company's securities are publicly traded or (2) Vendor/Contractor or its parent company is listed on a public stock exchange as either (a) a Chinese, Iranian, North Korean, or Russian company or (b) a company of a designated country. Vendor/Contractor acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.

23. Appropriation of Funds

This contract is conditioned on the best efforts attempt of the governing body of the County to obtain and appropriate funds within each budget period for the payment of all amounts due under this Agreement for the subsequent fiscal year of this contract. Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of the Agreement during any of the County's future fiscal years unless and until the County's Commissioners Court appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date. Pursuant to Article XI Section 5 of the Texas Constitution and Section 271.903 of the Local government Code, the County retains the continuing right to terminate this contract at the expiration of each budget period.

24. Liability: No Waiver of Immunity

To the extent authorized by the Constitution and the laws of the State of Texas, the parties agree that each shall be responsible for its own actions and those of its members pursuant to and within the scope of this Agreement and any amendment hereto. It is expressly understood and agreed by the parties that neither shall be held liable for the actions of any other party or any of the other party's members while in any manner furnishing services hereunder. Each party to this Agreement expressly waives all claims against the other party for compensation for any loss or damage that occurs as a consequence of the performance of this Agreement. It is expressly understood and agreed that under this Agreement none of the parties waive, nor shall any party be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

25. General Terms and Conditions

- a. This Agreement shall be fully governed by the laws of the State of Texas and that Liberty County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Liberty County, Texas. All documents are subject to Texas Open Records requirements.
- b. All applicable laws and regulations of the State of Texas and ordinances and regulations of Liberty County shall apply.
- c. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- d. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- e. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- f. It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third-party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the term's provisions of the Contract.
- g. Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Liberty County.
- h. If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.

- i. Liberty County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or through separate procurement actions due to the unique or special needs of Liberty County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the Contractor and such action shall not invalidate in whole or in part this Contract or any rights or remedies Liberty County may have hereunder.
- j. Liberty County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the Contract in the form of an addendum. Additional items shall be priced in accordance with this Contract with appropriate discounts being applied.
- k. The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall has been completed and accepted.
- l. Any notice provided by this Contract (or required by law) to be given to the Contractor by Liberty County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Liberty, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
- m. Neither the County nor the Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
- n. When or where any direct or indirect damage or injury is done to public or private party by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.
- o. A Prime and Alternate Vendor may be awarded the contract for services/items requested herein. In which, the lowest and most responsible bidder will be given the Prime Award and an Alternate Award may be designated to the vendor whose bid provides the County with the next lowest cost and or offers a more appropriate product or service. Departments will be allowed to request service from the Alternate Awarded vendor if the Prime Awarded vendor is not available to provide service or items when required, or if the Prime Awarded vendor has not performed or provided service or items acceptable to the department.

26. Notices

Any notice permitted or required to be given by one party to the other shall be given by certified mail or by delivering in person as follows:

If to the Service, to:

If to the County, to:

The Honorable Jay Knight, Liberty County Judge
1923 Sam Houston, Ste. 201
Liberty, Texas 77575

ENTIRE AGREEMENT:

This contract contains the whole agreement between the County and Offeror in respect to the purchase and sale contemplated hereby, and there are no representations, terms, conditions, or collateral agreements, other than expressly set forth herein and the documents described in paragraph 1 above.

WHEREFORE, premises considered, County hereby executes this agreement on the _____ day of _____, 2025.

LIBERTY COUNTY, TEXAS:

OFFEROR:

Signed Name (County Judge)

Signed Name

Printed Name

Printed Name

Date

Date

SCOPE OF SERVICE

This scope of work ("SOW") establishes the minimum requirements for these services. The Service will provide emergency medical and ambulance service ("EMS services") twenty-four (24) hours per day, seven (7) days per week, as dedicated ambulances throughout the unincorporated areas of the County, excluding the Cities of: Cleveland, Dayton and Liberty. At least one (1) ambulance shall be stationed centrally in each of the following areas of Liberty County: Hardin, Plum Grove, Raywood, Tarkington and West Lake. The Service will provide such certified personnel, equipment, facilities, insurance, fuel, and maintenance as in its discretion may be necessary to provide the EMS services described herein.

The successful offeror shall provide:

- licensed drivers trained in emergency vehicle operation.
- such other equipment as is necessary to operate and provide emergency medical services
- fully staffed and equipped vehicles with immediately available all necessary medical supplies, staff facilities, uniforms, and such other related materials and equipment

Basic Ambulance Service which is understood to mean that the ambulance unit or units used shall, at all times, be certified by the State of Texas as Basic Life Support Units and shall be staffed and equipped to maintain such certification.

Contractor Warrants

By submission of proposal, the successful contractor, herein after called (Contractor) warrants to meet and maintain through the initial and any renewal terms of the contract, each of the following:

1. Respond with an ambulance to all medical emergency calls within an industry standard acceptable amount of time and without regard to the patient's race, sex, age, national origin, or ability to pay.
 - a. An average response time set in an amount of minutes and seconds will be agreed upon mutually by the County and Contractor and will be prior to the start of service.
 - b. Response time metrics shall not include any First Responder Groups and shall be solely determined by the arrival of the Contractor's ambulance to a dispatched location.
 - c. Compliance with the 90% requirements on emergency calls must be met in the County and shall be determined for the County on a monthly basis. If the County annexes land, Contractor will have an automatic sixty (60) day exemption from response time compliance to the annexed area.
2. Operate in conformity with the Rules and Regulations pertaining to Emergency Medical Services of the Texas Department of State Health Services; as they currently exist and as they may be amended from time to time (hereinafter referred to as EMS regulations), and the laws of the State of Texas.
3. Medical quality control shall be provided through employment by Contractor at its expense of a physician who specializes in emergency medicine and practices within the service area. This physician shall serve as Contractor's "Medical Director" for purposes of meeting state licensing requirements, for purposes of authorizing "standing orders," and for purposes of authorizing Contractor's purchases of controlled medications. The Medical Director shall oversee and coordinate the quality control process, which shall include periodic monitoring and review of emergency and non- emergency transports.
4. Meet all OSHA standards and requirements for emergency medical services providers.

5. CHARACTER, COMPETENCE AND PROFESSIONALISM OF PERSONNEL

The County expects and requires professional and courteous conduct and appearance at all times from the Contractor's field personnel, medical communications personnel, middle managers and top executives.

5.1 All persons employed by the Contractor in the performance of work shall be competent and holders of appropriate licenses and permits in their respective professions and shall have passed a criminal record check. The Contractor shall provide documentation to the County of compliance with this provision no later than the effective date of the contract.

6. INTEGRATION OF FIRST RESPONDERS

To provide emergency prehospital patient care as quickly as possible to those in need, the County may operate or have an affiliation with a First Responders Program. In some instances, the County may support a First Responder Program through a volunteer fire department or Emergency Service District that provides fire and rescue services within The County.

6.1 Contractor commits to support and assist the First Responder Programs that are operated or supported by the County, whether provided through full-time paid employees or through a volunteer program. The Contractor's medical director and service will support the FRO protocols and renewals of service.

6.2 Contractor shall assist Responders in the disposal of medical wastes. This shall be done in accordance with the procedures agreed to between the County and Contractor.

7. DATA REPORTING

Submit monthly reports to the County Judge, or their designee, and may be required to attend Commissioners' Court meetings upon request of the County.

a. Number of Non-emergency responses and response time data.

b. Number of Emergency responses and response time data.

c. Response times by call, to include time/date dispatched, time arrived on scene and on-scene time. Confidential information as name and address of patient should not be included.

8. PATIENT FEES

This subsidized contract enables the Contractor to provide high-quality, timely emergency medical care without withholding services due to a patient's inability to pay. While the Contractor may charge patients a fee for service, such fees shall be subject to mutual agreement between the County and the Contractor.

8.1 Once established, the agreed-upon fee schedule shall represent the maximum rates the Contractor may charge a patient for services rendered during the first twelve (12) months of the contract term.

8.2 Fees shall not be collected at the time of the rendition of service.

8.3 Emergency medical services shall not be withheld due to non-payment.

8.4 The contractor's business office or duly authorized agent shall manage the collection of all fees. The County shall not serve as a collection agent for the contractor.

9. MUTUAL AID

9.1 At a minimum, provide mutual aid as required by the Texas Department of State Health Services. Additionally, Contractor may enter into mutual aid agreements with other agencies which will utilize the other provider's units to occasionally respond to calls within the County's jurisdiction, provided that the level of service is substantially equal to that provided by the Contractor and meets all requirements as set forth in the RFP and contract. The percentage of calls for service involving a mutual aid agency shall not exceed a number which would equal more than 10% of the total call volume for any 90-day period of time.

- 9.2 Mutual aid may be utilized to augment, but not replace, the services that the County is requiring from the Contractor.
- 9.3 Any Mutual Aid Entity the Contractor intends to utilize for this purpose shall be presented to The Commissioner's Courts, or their designee, for approval before an agreement or contract is entered into.

10. MISCELLANEOUS

- 10.1 Maintain current radio capabilities relating to radiocommunication with other agencies. If the County requests that Contractor establish a means of directly communicating by radio with its police, fire, or public safety personnel, volunteers, or dispatchers, Contractor shall submit a plan for implementing such communications to the County within sixty (60) days of receiving the request from The County.
- 10.2 Contractor to provide Emergency Medical Dispatch (EMD) Personnel with 24/7 365 coverage housed at the Liberty County Sheriff's Office 911 Dispatch Center.
- 10.3 Provide emergency transport services to any on-duty County Law Enforcement Officer, volunteer firefighter or reserve peace officer of the County without any charge to the County or the individual transported. The individual shall be considered on-duty if they are a volunteer firefighter who is responding to an emergency or who is leaving the emergency for a period of up to 30 minutes after leaving the emergency or until s/he arrives home by a direct route without any intervening stops, whichever is greater.
- 10.4 Perform or have performed adequate periodic maintenance and/or repairs to vehicles and equipment used in rendering the services provided under this Agreement to insure safe and proper operation of said vehicles and equipment. Such periodic maintenance shall be documented by the person(s) performing the maintenance, which shall include preventative maintenance as is reasonable and/or as suggested by the manufacturer of such vehicles and equipment.

PRICING/FEES

Liberty County, herein “the County”, seeks to establish a firm, fixed- price, term contract for Emergency Ambulance Services, with qualified Individuals, Firms or Corporations, herein after “Respondent(s)”. The County intends to provide this contract as a subsidy to cover the costs of emergency medical services (EMS) that may not be fully recovered through patient fees or insurance reimbursements.

At least one (1) ambulance shall be stationed centrally in each of the following areas of Liberty County: Hardin, Plum Grove, Raywood, Tarkington and West Lake. **The successful offeror will be responsible for securing the land and building to use for its operating bases.** Pricing offered below by respondent shall be full compensation to provide all aspects of the Exhibit A – Scope of Services.

For evaluation purposes, the estimated quantities listed below are based on the County’s Current Contract for Emergency Ambulance Services. The County will select the quantity and type of unit(s) at its discretion and will finalize the Item Type and Quantity prior to contract execution.

The yearly cost shall be the Monthly cost multiplied by twelve (12). The Extended Total will be the Yearly Cost multiplied by the estimated quantity. When "Extended Prices" and/or "Grand Total" are listed and there is an error in the mathematical calculations, the unit price shall govern.

Item Description	Monthly Cost	Yearly Cost	Estimated Quantity	Extended Total
Basic Life Support Unit (BLS)	\$ _____	_____	2	\$ _____
Advanced Life Support Unit (ALS)	\$ _____	_____	4	\$ _____
Paramedic Chas Vehicle	\$ _____	_____	1	\$ _____
Grand Total for Evaluation Purposes Only:				\$ _____

Vendor Name

VENDOR PROFILE

Company Name and Form of Business (Inc, Partner)				
Principal Office Address		Number of employees	Nationally	Locally
Phone		Year Founded		
Binding Official		Primary Contact for this Proposal		
Phone		Phone		
Email		Email		
Address		Office Address		

OFFEROR CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications and the Terms and Conditions.

I understand that Liberty County reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any formalities in the best interest of Liberty County.

Below, select which applies:

_____ I certify that that Form CIQ is not necessary as no such relationship exist with elected/appointed officials which might cause a conflict of interest.

_____ As required, Form CIQ has been provided to Liberty County Clerk's Office and was filed on this date: _____

SIGNATURE

DATE

PRINTED NAME

TITLE

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

Form

W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2	Business name/disregarded entity name, if different from above	
3	Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6	City, state, and ZIP code	
7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

HOUSE BILL 89 VERIFICATION FORM

Under provisions of Subtitle F, Title 10, Government Code Chapters 2271 A governmental entity may not enter into a governmental contract with Companies Boycotting Israel.

Definitions pursuant to Section 2271.001, Texas Government Code:

(1) "Boycott Israel" has the meaning assigned by Section [808.001](#).

a. Sec. 808.001. DEFINITIONS. In this chapter:

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

(2) "Company" has the meaning assigned by Section [808.001](#), except that the term does not include a sole proprietorship.

a. Sec. 808.001. DEFINITIONS. In this chapter:

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

(3) "Governmental entity" has the meaning assigned by Section [2251.001](#).

a. Sec. 2251.001. DEFINITIONS. In this chapter:

(3) "Governmental entity" means a state agency or political subdivision of this state.

I, _____ (printed person's name), the undersigned representative of (Company or Business name) _____

(hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271.**

1. Does not boycott Israel currently; and

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

SENATE BILL 252 VERIFICATION FORM

Under provisions of Subtitle F, Title 10, Government Code Chapters 2252 A governmental entity may not enter into a governmental contract with Companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

Definitions pursuant to Section 2252.151, Texas Government Code:

(1) "Company" has the meaning assigned by Section 806.001.

a. Sec. 808.001. DEFINITIONS. In this chapter:

(3) "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

(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) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter [2254](#).

(4) "Governmental entity" has the meaning assigned by Section [2252.001](#).

a. Sec. 2252.001. DEFINITIONS. In this subchapter:

(2) "Governmental entity" means:

(A) the state;

(B) a municipality, county, public school district, or special-purpose district or authority;

Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity 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](#).

I, _____ (printed person's name), the undersigned representative of (Company or Business name) _____ (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2252:**

1. Is not engaged in business by contracts or investments with Iran, Sudan, or foreign terrorist organizations; and

2. Will not engage in business by contracts or investments with Iran, Sudan, or foreign terrorist organizations during the term of the contract.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE