



CITY OF LEON VALLEY, TEXAS

REQUEST FOR PROPOSALS

EMS DEBT COLLECTION SERVICES

INTRODUCTION

The City of Leon Valley is currently seeking a qualified firm to provide EMS Debt Collection Services for the City of Leon Valley Fire Department Emergency Medical Services. This includes complete management of the collection process to account closure. The City intends to select a debt collection firm experienced in EMS debt collection services.

Questions regarding this Request for Proposals (RFP) shall be directed via email with "RFP EMS DEBT COLLECTION SERVICES" in the subject line to Rhonda Hewitt, Purchasing Agent at r.hewitt@leonvalleytexas.gov. Upon receipt, all emails will receive a "Received" reply. Changes or clarifications to this request will be issued as an addendum and shall be acknowledged and included with your submission.

Sealed responses are due no later than **2:00 p.m.** on **Tuesday, July 12, 2016**. Responses received after this time will be rejected. Please submit **one (1) original** and **two (2) copies** to the address shown below. Sealed submissions must be clearly marked on the outside of the envelope or box with "**RFP EMS DEBT COLLECTION SERVICES**". The City of Leon Valley reserves the right to reject any and all responses.

City of Leon Valley
Attn. Purchasing Agent
6400 El Verde Road
Leon Valley, TX 78238

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Texas Ethics Commission Form 1295

[Form](#) (Informational Purposes Only)

[Online Filing](#)

[Frequently Asked Questions](#)

Texas Ethics Commission Form CIQ

[Form](#)

1.0 GENERAL INFORMATION

1.1 Intent:

The purpose of this Request for Proposal (RFP) is to provide interested parties with information to enable them to prepare and submit a proposal for EMS fee debt collection services. This includes complete management of the collection process to account closure. The City intends to select a debt collection firm experienced in EMS debt collection services for the City of Leon Valley Fire Department Emergency Medical Services.

1.2 Scope of the Project:

The City's purpose in requesting this proposal is to obtain comprehensive collection fee services for EMS fees. The City has an average of seventy-six (76) billable EMS services each month.

This request for proposal is specific to service of delinquent accounts.

1.3 Procuring and Contracting Department/Division

This RFP is issued by the City of Leon Valley, Administration – Purchasing Department, which is the sole point of contact for the City during the selection process. The person responsible for managing the procurement process is Rhonda Hewitt.

The contract resulting from this RFP will be administered by Leon Valley Fire Department. The contract Administrator will be Fire Chief Luis Valdez.

1.4 Definitions:

The following definitions are used throughout the RFP:

City means the City of Leon Valley.

Vendor or Agency or Bidder means a firm submitting a proposal in response to this RFP.

Contractor means bidder awarded the contract.

1.5 Clarification and/or Revisions to the Specifications and Requirements:

Questions concerning this RFP shall be submitted by email to Rhonda Hewitt, Purchasing Agent at r.hewitt@leonvalleytexas.gov and include "RFP EMS DEBT COLLECTION SERVICES" in the subject line. Upon receipt, all emails will receive a "Received" reply. Individuals desiring additional information concerning this RFP may call (210) 684-1391, ext. 222.

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor shall immediately notify the above named individual of such error and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, answers to questions, revisions, amendments and or supplements will be provided in the form of an addendum and posted online. All addendums to this RFP must be acknowledged by the bidder and submitted with the proposal. It is the sole responsibility of the proposer to ensure that all addenda have been received. All addenda shall become part of the proposal documents and must be acknowledged and submitted with the proposal. Failure to do so will result in rejection of your proposal.

Each proposal shall stipulate that it is predicated on the terms and conditions of this RFP and any supplements or revisions thereof.

1.6 Familiarity with RFP and Specifications:

Debt Collection Agencies are responsible for examining the specifications and related documents. The failure or omission of any contractor to receive or examine any form, instrument, addendum or other document shall in no way relieve the agency of any obligations with respect to his proposal or to the contract. Each proposal shall provide the information required by this RFP.

1.7 Captions:

The captions to various clauses in this RFP are for informational purposes only and shall not alter the substance or the terms and conditions of this RFP.

1.8 Contract Term and Funding:

It is proposed that, should a contract be entered into as a result of this bid proposal request, the Collection Agency schedule of fees and charges for fee collection shall remain unchanged for a minimum of two (2) years and the contract may be renewed each year thereafter for a maximum of three (3) additional one-year periods at the City's option.

The first six months of the contract will be a trial period during which the results of the Collection Agency's fee collection process will be monitored to ensure that EMS fees are being processed in a professional and confidential manner, and the EMS fee collection rate is improving. The City will notify the Collection Agency immediately after notification of any issues that are inconsistent with these assurances and will have an opportunity to remedy them within the first six

months of the contract. Their remedy will be measured and acknowledged by written response from the City of Leon Valley. The City has the option to cancel the contract after the six-month trial period if the agency has not performed to the City's satisfaction.

Negotiations may be undertaken with those agencies whose bid proposals, as to price and other factors, demonstrate them to be qualified, responsible, and capable of performing the work. The contract selected will be the one most advantageous to the City of Leon Valley, cost and other factors considered. The City reserves the right to consider bid proposals or modifications thereof received at any time before an award is made, if such action will be in the best interest of the City.

The contents of the proposal by the successful agency shall become contractual obligations if a contract ensues. Failure of the successful agency to accept these obligations may result in cancellation of the award. The contract shall not be assignable.

As compensation for the Collection Agency services, The City of Leon Valley will pay the Agency monthly, as detailed in the contract for services. The Agency will submit a monthly invoice to the City of Leon Valley for payment. The Collection Agency shall bear all expenses of complying with the terms of the contract.

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions:

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus preferences and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g. expensive art work) beyond that sufficient to present a complete and effective proposal are not necessary or desired.

2.2 Proprietary Information and Non Disclosure:

Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Texas State Statute(s).

Neither party will disclose to any other public or private person or entity any information regarding the confidential activities of the other, except as authorized in writing or as required by law, subpoena, or court order.

To the extent permitted by law, it is the intention of the City of Leon Valley to withhold the contents from public view until such times as competitive or

bargaining reasons no longer require non-disclosure, in the opinion of the City. At that time, after City Council awards the contract, all proposals will be available for review in accordance with the State of Texas Open Records Law(s).

2.3 Incurring Costs:

The City of Leon Valley is not liable for any cost incurred by vendors in replying to this RFP.

2.4 Responsibility for Content:

By submission of a proposal, the bidder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the bidder to suspension or debarment proceedings as well as other remedies available by law.

2.5 Submitting the Proposal:

Bidders must submit **one (1) original** and **two (2) copies** of all materials required for acceptance of their proposal by **2:00 p.m. on Tuesday, July 12, 2016**. Proposals shall be sealed and clearly labeled "**RFP EMS DEBT COLLECTION SERVICES**" and delivered to:

City of Leon Valley
ATTN. Purchasing Agent
6400 El Verde Road
Leon Valley, TX 78238

Proposals received after the deadline will be late; they will not be considered and will be returned unopened. The City of Leon Valley will not accept proposals via FAX machine or e-mail. Failure to follow the instructions in this Request for Proposal may be cause for rejection of offer.

2.6 Proposal Organization and Format:

In order to ensure consistency, all proposals submitted in response to this RFP shall conform to the following (minimum) format.

Proposals shall be typed and submitted on 8.5 by 11 inch paper, bound securely. Proposals shall be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each subheading shall be separated by tabs or otherwise clearly marked. RFP sections which should be submitted or responded to be:

- Table of Contents
 - The Table of Contents shall provide a listing of the contents of the Proposal and corresponding page number.

- Introduction
 - Proposal shall address the scope of the work objectives, goals and tasks to show or demonstrate the Collection Agency understanding of the nature of the contract.
- Response to Technical Requirements (See Section 4)
 - This section shall address technical information related to collection services, and other services as requested.
- Vendor Questionnaire
 - Bidder must respond to all of the questions with complete responses and include documents as requested in this section.
- References
 - This section should include at least five organizations. Preferably local government entities or organizations providing EMS services for which the Collection Agency has provided this service in the past 3 years. References shall include organization name, contact person, street address, telephone number, and length of contract.
- Cost/Commission Structure Proposal (See Section 6)
 - This section should address in detail the fee or commission structure proposed by the Collection Agency pertaining to this service, including commission and/or fees from delinquent collections; e.g. "The commission charged to the City of Leon Valley is based on ___% of the delinquent collections that are collected by the Collection Agency."
- Contract
 - Enclose a copy of your standard contract. Indicate any clause(s) that is conditional or non-negotiable.
- Required Forms (See Section 9) must be completed:
 - Attachment A - Signature Affidavit
 - Attachment B - Non-Collusion Affidavit
 - Attachment C - Vendor Data Sheet
 - Attachment D - Reference Data Sheet
 - Attachment E - Cost Summary Page
 - Texas Ethic Commission Form 1295
 - Texas Ethic Commission Form CIQ
- Required Attachments
 - Proposed Patient Care Report Form, generated by the Collection Agency's software

- Samples of the Collection Agency proposed required reports

2.7 Multiple Proposals:

Multiple proposals from a vendor is permissible, however each proposal must fully conform to the requirements for proposal submission. Each proposal must be separately submitted and labeled as “Proposal #1”, “Proposal #2”, etc.

2.8 Authorization of Proposals:

An authorized individual of the proposing firm who is empowered to contractually bind the company as detailed on Attachment A, Signature Affidavit, (included in the attachments) shall sign proposals in ink.

The authorized individual should retain a copy of all documents for future reference.

2.9 Acceptance of Offer:

The signed proposal shall be considered an offer on the part of the Collection Agency. Such offer shall be deemed accepted upon execution of a signed contract.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation:

The proposals will first be reviewed to determine if requirements in Section 2 are met, and if additional mandatory requirements are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the City reserves the right to continue the evaluation of proposals and to select the proposal that most closely meets the requirements specified in this RFP.

3.2 Proposal Scoring:

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria, which was developed to examine the technical competence and suitability of prospective Collection agencies. The evaluation team will consist of representatives of the City of Leon Valley Administration and Fire Department staff. The committee may review references, request oral presentations, and may conduct an on-site visit and use the results in scoring the proposals.

3.3 Right to Reject Proposals and Negotiate Contract Terms:

The City of Leon Valley reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected bidder/contract deemed most advantageous, or to waive any irregularities or informalities in any proposal received. If contract negotiations

cannot be concluded successfully with the highest scoring bidder, the City may negotiate a contract with the next highest scoring bidder.

Negotiations may be undertaken with those Collection Agencies whose bid proposals, as to price and other factors, demonstrate them to be qualified, responsible and capable of providing the necessary services. The contract selected will be the most advantageous to the City of Leon Valley, cost and other factors considered.

The contents of the proposal by the successful Collection Agency shall become contractual obligations if a contract ensues. Failure of the successful Collection Agency to accept these obligations may result in cancellation of the award. The contract shall not be assignable.

3.4 Responsible Offers:

Bid proposals will be screened to ensure that the contract will be awarded to a responsible offer. In order to qualify as responsible, the offer must meet the following criteria as they relate to this RFP:

3.4.1 Must have adequate technical resources for performance.

3.4.2 Must have the necessary experience, organization, and technical skill in the field of EMS collection services.

3.4.3 Must have a satisfactory record of performance in developing and implementing similar services.

3.4.4 Must have a field-proven software and hardware solution to field data collection and electronic transmission of data for Collection purposes.

3.5 Evaluation Criteria:

A 100-point scale will be used to create the final evaluation recommendation from the list of responsible offers. The proposals will be scored based on the following:

3.5.1 Lowest Overall Cost Per Dollar Collected: **20%**
Determination of the lowest overall cost, including percentage of gross collections commission and / or fees from regular collections and from delinquent collections, proposed to the City based on the dollar volume of EMS bills collected for the City of Leon Valley.

3.5.2 Compliance with Technical Requirements of RFP: **30%**

- 3.5.2.1 The completeness of the response to all required items listed in Section 4.
 - 3.5.2.2 Verification of all requested technical information, forms completed, and requested documentation included with their proposal, and that all portions of the questionnaire are completely filled out by the bidder.
 - 3.5.2.3 The Agency must have the technical capability and financial resources for performance. The Collection Agency will be evaluated on this information provided in their proposal.
 - 3.5.2.4 Conciseness and clarity of content are emphasized and encouraged. The overall quality of the proposal and amount of detail provided is important. Vague, incomplete, and general proposals will receive a low consideration.
- 3.5.3 Agency Questionnaire Completion: **10%**
All responses to the questionnaire, the qualifications of the Agency, and all requested documentation will be reviewed and evaluated for accuracy, substance, and quality.
- 3.5.3.1 The Agency must be able to provide audited financial reports on an annual basis, including a copy of the Agency's most recent fiscal year's financial report as a part of the proposal.
 - 3.5.3.2 How well proposed deliverables meet expectations stated in contract-required deliverables.
- 3.5.4 Experience and References: **20%**
Verification of the five (5) required references provided by the Collection Agency. The Agency must have a satisfactory record of performance with similar, preferably government, EMS collection programs. The Collection Agency must demonstrate that the firm possesses the necessary experience, organization, and technical skill in the arena of field data collection software, and delinquent account collections. Personnel identified as primary staff assigned to the project have appropriate levels of experience for the project.
- 3.5.5 Collections Account Methodology: **20%**
Procedures used in the accounts receivable management and collection of delinquent accounts, i.e., telephone contacts, home visits, letter writing, etc.

3.6 Award:

The award shall be made to the responding Collection Agency whose proposal is determined to be most advantageous to the City, taking into consideration price and the evaluation criteria set forth in the RFP. Staff will review and evaluate the proposals submitted and make a recommendation to City Council for award of the contract to a Collection Agency.

The contract award will be made by the approval of the City Council at a regular City Council meeting.

The Collection Agency agrees to execute the contract, and shall make no claim against the City because estimates or statements made by any officer or agent of the City that may prove to be in any respect erroneous.

3.7 Notification of Intent to Award:

As a courtesy, the City may send a notification of award memo to responding vendors at the time of the award.

4.0 COLLECTION AGENCY TECHNICAL REQUIREMENTS AND DELIVERABLES

This section outlines the minimum contract requirements for collection, financial reporting, analytical services and delinquent account collection services. The minimal requirements are listed here, however, the City of Leon Valley is open to alternatives to meet the requirements that may or may not be described below.

4.1 Collection Services:

The Agency shall promptly undertake, through ethical and lawful means, the delinquent account collection of the City of Leon Valley's EMS bills, with particular attention to the Consumer Credit Protection Act, Texas Debt Collection Act, Federal Fair Debt Collection Practices Act, and all other laws applicable to this type of activity.

The Collection Agency's proposed operating procedure for Accounts Receivable Management shall be described in the narrative.

4.1.1 The Collection Agency will provide the following services:

4.1.1.1 Invoicing, statement and dunning letter processing; rate adjudication; filling claims on behalf of patients with Medicare, Medicaid and third party insurance companies; collection of all EMS fees.

4.1.1.2 Invoices shall be prepared according to the rates established by the City, according guidelines and procedures established

by the City and the Agency, and all applicable regulations including those for Medicare and Medicaid services (CMS).

- 4.1.1.3 Skip tracing as necessary, telephonic contact, and dunning letters.
- 4.1.1.4 Utilize available resources and databases to obtain Collection insurance information on private pay patients.
- 4.1.1.5 Obtain missing data necessary for debt collections through available databases, telephone queries from the receiving hospitals or from the patient, using the mail for such inquiries only if the telephone contact numbers are unavailable.
- 4.1.1.6 Electronically file (code) invoices to appropriate parties, including Self Pay, Commercial Insurance Companies, Blue Cross, Blue Shield, Worker's Compensation, Personal Injury Protection, Medicare and Medicaid if applicable. Other methods of filing, such as HICFA 1500 forms, are also acceptable for appropriate payers if electronic filing is not available.
- 4.1.1.7 Process denials for Medicare and Medicaid according to the timelines defined by the Collection Agency and the City.
- 4.1.1.8 Process all refunds and over payments in a timely manner.
- 4.1.1.9 Establish internal controls to ensure that policies and procedures are being followed.
- 4.1.1.10 On approval by the City, establish monthly payment plans for patients to liquidate any outstanding balance on an installment plan. The minimum payment on installments shall be \$20 per month. No interest may be charged to patients.
- 4.1.1.11 Remit all gross EMS bill fees received on a weekly basis to the City.
- 4.1.1.12 The City will notify the Collection Agency of any direct payments and will credit the Agency with the contractual rate for all such direct payments collected after the Agency begins active collection efforts.
- 4.1.1.13 Submit an invoice each month to the City of Leon Valley specifying individual account information and collections

received, as the basis for the monthly commission and remittance.

4.1.1.14 The Collection Agency shall not have the right to refuse to bill and collect any EMS fee.

4.1.2 The Agency shall suspend collection efforts on any EMS bill upon written notice to do so by a specified representative of the City's Finance or Fire Department. The City's representative(s) may recall any EMS account, at no cost to the City, except for fees earned prior thereto.

4.2 Customer Service:

The contractor shall provide, at no cost to the City, a toll free telephone number, which shall be without cost or expense to the caller, which will be staffed during regular business hours by an employee of the Collection Agency. The phone number shall be published on all statements sent by the contractor, and be available during CST regular business hours.

4.3 Recommendation of New Fees:

The contractor will make recommendations to the City regarding implementation of any new applicable fees based on the Collection Agency's knowledge of current industry standards.

4.4 Meetings:

The Collection Agency will be expected to meet, as necessary, in person with Fire Department or Finance Department staff to ensure a smooth and continuing operation. All cost of such meetings will be the responsibility of the Collection Agency.

4.5 Activity Records:

The Collection Agency shall maintain adequate records of the services performed, phone calls, and dunning letter processing, of EMS fee collections and actual fee collections remitted to the City for audit by the City. All such records shall be available for inspection and audit, without prior notice, by the Finance Department and the Fire Departments of the City of Leon Valley.

4.6 Required Reports, Analysis and Financial Status Reporting:

All fee collection and account status reporting will be in a format acceptable to the City. The Agency's proposal shall include samples of the proposed reports. The Agency's proposal shall include proposed report forms and the desired schedule for furnishing each. Minimum report requirements are shown as follows on a monthly basis:

- 4.6.1 Acknowledgment, upon transmittal, of EMS accounts received from the Fire Department;
- 4.6.2 A monthly status report, in last name alphabetical sequence, itemizing all EMS fees collected since the previous report. This report shall include EMS account number, full patient name, date of EMS run, incident number, origin, destination, date billed, gross charges, insurance classification (private insurance, Medicare or Medicaid, or self-pay), and the total amount billed;
- 4.6.3 A monthly status report, in last name alphabetical sequence, itemizing all current EMS accounts listing all payments received since the last report (payments identified by payer), and amount of the dollar commission charged on collections for all EMS accounts;
- 4.6.4 A monthly status report, in last name alphabetical sequence, including EMS account number, of all persons reported to credit bureaus for non-payment of EMS accounts (not in dispute);
- 4.6.5 A monthly aged trial balance of all outstanding EMS fees, including EMS account billed, EMS account number, patient name, date of EMS run, incident number, date billed, insurance classification (private insurance, Medicare or Medicaid, or self-pay), total amount billed, total paid, total adjusted and balance on account;
- 4.6.6 A monthly report with a dollar summary breakdown by age of all EMS accounts billed; including the total original balance billed, the total collected, the total adjustments by Medicare/Medicaid, and the current balance including current month, with previous months listed as "31-60 days old", "61-90 days old", "91-120 days old" and ">120 days old";
- 4.6.7 A cumulative monthly report listing a breakdown by insurance with totals billed, collected and adjusted including Medicare, Medicaid, private insurance, and self-pay, (no insurance) of all active EMS accounts;
- 4.6.8 A monthly report in account number sequence, showing patient name, date of service, incident number, and amount owed (for cross-referencing purposes);
- 4.6.9 Other reports may be requested on an as-needed basis. Reports may need to be modified periodically on specific issues or needs that arise;
- 4.6.10 Monthly Financial Reporting:

- 4.6.10.1 Cash receipts by payer type and carrier.
- 4.6.10.2 Gross Revenues, assignment / adjustment, and financial class reports.
- 4.6.10.3 Collected accounts ledger.
- 4.6.10.4 Monthly revenues adjustment report including write-offs.
- 4.6.10.5 Other reports as requested.

4.6.11 Annual Report: The Collection Agency shall prepare a comprehensive Annual Report, which will include statistical information based on data obtained during the previous year. This report shall use the City's fiscal year as the basis for the report. The report shall be available no later than one month after the end of the City's fiscal year end.

4.7 Delinquent Accounts:

The Collection Agency must provide a procedure for collecting delinquent accounts; those unpaid 120 days after first Collection with no payment or correspondence from the patient, or accounts 90 days in default. The Agency must establish a systematic collection procedure including telephone, mail and/or personal contact to collect delinquent accounts. The Agency must describe the collection procedure in the narrative, and include in the narrative the collection methodology, expected collection rates, and past history in collecting delinquent accounts.

- 4.7.1 The Agency will assist the Fire Chief in establishing the amounts for allowance to bad debt and the amount necessary for the Medicare and Medicaid contractual allowances in order that reserves may be properly stated on the financial statement.
- 4.7.2 The Agency must follow Title 5, Chapter 392 of the Texas Finance Code (Debt Collection Act) on all contacts on Delinquent Accounts.
- 4.7.3 Due to the unique nature of EMS bills, some may not be paid for several years, due to litigation or other factors. The term "delinquent" will be used for EMS accounts where there is no designation of insurance or other response and the account is over 120 days old with no payment or correspondence from the patient.

4.8 Required Insurance:

The Collection Agency shall secure and maintain throughout the duration of this contract, insurance of such types and in such amount as may be necessary to

protect the Agency and the City of Leon Valley from claims from damages and person injury including death, as well as claims for property damage which may arise from the Agency's operations under this contract.

The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the City but regardless of such acceptance, it shall be the responsibility of the Collection Agency to maintain adequate insurance at all times. Failure of the Agency to maintain adequate insurance coverage shall not relieve the Agency of any contractual responsibility or obligation. If for any reason, any of the required insurance should be canceled, the Collection Agency shall renew it in such a manner that continuous insurance will be maintained at all times.

4.8.1 The successful Collection Agency shall furnish the City of Leon Valley's City Secretary a satisfactory Certificate of Insurance covering the work as required in these specifications as evidence that the policies of insurance required herein will be maintained in force for the duration of the work performed under this agreement. The certificates shall state that thirty (30) days advance notice will be given to the City before any policy covered thereby is changed or canceled.

4.8.1.1.1 All required certificates of insurance coverage required shall be tendered within fifteen (15) days of receipt of contract by the Agency for execution.

4.8.1.1.2 The Agency's insurance company(s) providing required insurance must be licensed to engage in the business of insurance in the State of Texas and shall be rated at least "A" by AM Best or other equivalent rating service.

4.8.2 The amount of insurance shall be as follows:

4.8.2.1.1 General Comprehensive Liability Insurance shall be in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate, with a deductible of not more than \$2,500, and will not exclude injuries, death to anyone person and subject to the same limit for each person in an amount of not less than \$1,000,000 on an account of one occurrence. Property Damage shall be in an amount not less than \$500,000 for each occurrence and \$1,000,000 the aggregate of operations.

4.8.2.1.2 The policy shall include an "all states" endorsement.

4.8.2.1.3 Errors and Omissions Liability Insurance in the amount of \$500,000 each occurrence and \$1,000,000 annual aggregate.

4.8.2.1.4 The selected Agency shall have personnel bonded for not less than \$10,000 each, or provide a blanket surety bond in an amount not less than \$50,000 protecting the City from loss due to fraudulent conversion by the Agency of dishonesty of its employees.

4.8.3 The Agency shall agree to furnish insurance naming the City of Leon Valley as additional insured or as named insured in all insurance coverage. The Agency shall also agree to hold harmless the City of Leon Valley, its officers, its agents, officers, and employees, which arise out of any action or omission of the Agency, or any of its officers, agents, or employees, and any and all claims which result from any condition created or maintained by the Agency, or any of its officers, agents, or employees, which condition was not specified to be created or maintained by the contract. The agreement to hold the City of Leon Valley, its officers, agents or employees, harmless shall not be limited to the limits of liability insurance required under the provisions of these specification or the contract of which these specifications are made a part.

4.8.4 In addition to the insurance requirements called for herein, the Agency hereby agrees to indemnify and hold harmless the City of Leon Valley of any loss it might sustain as a result of the relationship established by the contract to be entered into between the City of Leon Valley and the Agency.

4.9 Compliance with Federal Wage and Tax Laws:

The Collection Agency shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Income Tax Withholding, Workers' Compensation, pensions and similar matters.

4.10 Anti-Discrimination in Employment:

4.10.1 The Collection Agency, if permitted, certifies complete compliance with the Federal Civil Rights Law and the American with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs and services shall include, but not be limited to, the following employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay

or other compensation; and selection for training, including apprenticeship.

4.10.2 The Collection Agency shall in all solicitations or advertisement for employees placed by or on behalf of the Collection Agency, state that all qualified applicants of the Collection Agency, will receive consideration of employment without regard to race, age color, religion, disability, gender, ancestry, national origin, or place of birth.

4.10.3 Upon request by the City of Leon Valley, the Collection Agency shall furnish all information or reports required to investigate his / her payrolls and personnel records which pertain to current contract(s) with the City for purposes of ascertaining compliance with this non-discrimination certification.

4.11 General Independent Contractor Clause:

This agreement does not create an employer relationship between the parties. It is the parties' intention that the Collection Agency will be an independent Collection Agency and not the City of Leon Valley's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Revenue code, Texas Workers' Compensation Law and Texas Unemployment Insurance Law. The Collection Agency will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Collection Agency's activities and responsibilities hereunder. The contractor agrees that it is a separate and independent enterprise from the City of Leon Valley, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Collection Agency and the City of Leon Valley and the City of Leon Valley will not be liable for any obligation incurred by the Collection Agency, including but not limited to unpaid minimum wages and / or overtime premiums.

4.12 Patient Privacy:

4.12.1 The Collection Agency will enter into a Business Associate Confidentiality Agreement with the City, and will make every reasonable effort necessary to maintain the confidentiality and security of the Protected Health Information (PHI) of the patient accounts as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) with all transactions.

4.12.2 This Contract requires the collection, creation, and maintenance of records which are made confidential by the Texas Medical Practice Act (Title 3, Subtitle B of the Occupation Code) or the Emergency Medical Services Act (Chapter 773 of the Health and Safety Code). The Contractor agrees to abide by the confidentiality provisions of the Texas Medical Practice Act and the Emergency Medical Services Act, as those provisions are interpreted by the Attorney General of Texas.

4.13 Technology Requirements:

The Collection Agency will provide all software and certain (specified) computer hardware associated with debt collection process. The Collection Agency shall be capable of receiving and processing account data via by electronic patient forms or data files, or as a backup by written (printed) patient forms or forms. These electronic forms shall be forwarded (transmitted via Internet) directly from the Fire Department to the Collection Agency. The Fire Department will coordinate any substantial changes in the method of delivery of patient account data with the Collection Agency, so that no delay in account information transfer is incurred and that no unplanned/unexpected expense is generated by changes caused by the City.

4.13.1 Training:

4.13.1.1.1 The Collection Agency shall provide, at its expense, initial training for City of Leon Valley employees on the software and any specialized hardware necessary to implement and use the Collection Agency's process and data collection systems.

4.13.1.1.2 The Collection Agency shall provide, at its expense, ongoing training on software upgrades and changes for City of Leon Valley employees on as as-needed basis.

4.13.1.1.3 The Collection Agency shall provide, at its expense, training on patient/case documentation that will enhance the collection process.

4.14 Performance Bond:

The Collection agency shall obtain and keep in effect during the term of this Agreement and for a period of ninety days thereafter, a surety bond from a company authorized to do business in the State of Texas, and approved by the City of Leon Valley, and in a form approved by the City Attorney, in the amount of \$25,000.00, guaranteeing payment to the City of the monies due the City under this Agreement.

4.15 Independent Audit:

4.15.1 The Collection Agency shall, at its expense, provide an independent (third party) audit of internal controls and accounts, the results of which will be provided to the City of Leon Valley.

4.15.2 The City of Leon Valley shall be able to conduct an onsite audit of its accounts when requested.

5.0 COMPENSATION TO COLLECTION AGENCY

5.1 Commission:

As sole compensation for the Agency's services, the City of Leon Valley will pay the Agency a commission based on the amount of fees collected and deposited with the City, as detailed in the contract for services.

5.2 Invoice for Services:

The Collection Agency will submit an invoice each month to the City of Leon Valley specifying individual account information and collections made, as a basis for the monthly commission.

5.3 Refunds – Commission Reduction:

Refunds provided by the City to accounts where the Collection Agency has previously collected a commission fee shall be subtracted from the next month's commission fee.

5.4 Contractor to Bear All Expenses:

The Collection Agency shall bear all expenses of complying with the terms of the contract, including, but not limited to:

5.4.1 Costs of all permits, licenses and / or inspections.

5.4.2 Post office box expenses.

5.4.3 Employee wages and benefits.

5.4.4 Long Distance charges.

5.4.5 Toll-free access numbers for patients.

5.4.6 Postage, envelopes, and office supplies.

6.0 COST PROPOSAL

6.1 General Instructions:

One (1) original and two (2) copies of the cost proposal shall be submitted with the response to the RFP. Attachment E is provided as a template.

7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 Monthly Invoicing:

The Collection Agency will submit an invoice on a monthly basis to the City of Leon Valley.

7.2 Identity Theft Protections:

The Collection Agency shall be required to develop, implement and administer a program to prevent identity theft in accordance with the Federal Trade Commission's Red Flags Rule. The program must, at a minimum, address the following elements: Policies and procedures, Methods of detection, Appropriate actions, and Re-evaluation of the program.

7.3 Understand Terms and Conditions:

The Collection Agency shall understand all conditions under which the work is to be performed and all other relevant matters that may affect the EMS bills.

7.4 Errors in Statements:

The Collection Agency agrees to execute the contract, and shall make no claim against the City because of estimates or statements made by any officer or agent of the City that may prove to be in any respect erroneous.

7.5 Monitoring of Laws:

The Collection Agency shall monitor and inform the City of Leon Valley of all local, state, and federal laws both adopted and proposed, that would affect Collection and receiving of EMS accounts.

7.6 Assume Current Accounts:

The Collection Agency will assume Collection, fee collection and delinquent account activity for all current EMS accounts on the contract commencement date regardless of transport date.

7.7 Changes in Rate Structure:

In the event that the City changes rate structure of Collection during the term of the Contract and the Collection Agency does not agree to such change, the Contractor must so notify the Contract Administrator in writing. The notification will terminate the Contract. The Contractor must continue to provide all services

at the changed Collection rates until the City awards a new EMS Collection and collection contract.

7.8 Patient Information is City Property:
During the term of the agreement, all patient information transferred by the City of Leon Valley to the Collection Agency for the purpose of collecting fees from patients will remain the sole property of the City. The Contractor shall use this information solely for the purpose of collections and data development/reporting as approved by the City. All records shall immediately be returned to the Contract Administrator along with all electronic/computer records that have been developed as a result of patient information made available from the City.

7.9 Termination:
The City may terminate this Agreement without cause or liability by giving written notice thirty (30) days prior to termination, via certified mail, return receipt requested, or by hand delivery. Upon termination, the Collection Agency shall transmit all accounts, plus current account information and status, to the City of Leon Valley within thirty (30) days. If the Agency terminates this Agreement, all accounts shall be immediately returned to the City and no compensation shall be paid to the Agency past the termination date. Upon termination, the Agency shall immediately forward all monies received in the EMS account by the Agency.

The address for the notice contemplated by this section shall be as follows:

CITY OF LEON VALLEY	AGENCY
City Manager	Title
City of Leon Valley	Company
6400 El Verde Road	Address
Leon Valley, TX 78238	City, State, Zip Code

7.10 Contract Disputes and Complaints:
All contractor complaints or grievances shall first be submitted in writing to the Fire Chief. The Fire Chief shall investigate the validity of the complaint and present the findings in writing to the Collection Agency and the City Manager. The Chief shall take prompt remedial action as warranted.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Applicability:
The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the City of Leon Valley acquires goods or services, or both.

8.1.1 Entire Agreement:

These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed to in writing by the City.

8.2 Pricing:

Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea., etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

8.2.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting City department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

8.2.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between bidder and any city official or employee except as specifically set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.3 Acceptance-Rejection:

The City of Leon Valley reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the City. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the City an option valid for sixty (60) days after the date of submission to the City.

8.3.1 Bids MUST be received by the City, date and time stamped by the City of Leon Valley Purchasing Agent or a City Cashier or Clerk on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the Purchasing Agent is necessary; timely deposit in the mail is not sufficient. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

8.4 Method of Award:

Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, conditions, or to the most advantageous bid submitted to the City on a quality versus price basis. Specific scoring modalities, outlined in the RFP, will be employed to select the vendor. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

8.5 Ordering/Award:

Written notice of award to the successful vendor will be mailed or delivered to the address shown on the bid and will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Purchasing Agent.

8.6 Payment Terms and Invoicing:

Unless otherwise agreed, Leon Valley will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or a combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order or contract.

8.6.1 No Waiver of Default:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by the City of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by the City while any such default or breach shall exist in no way impair or prejudice the right of the City with respect to recovery of damages or other remedy as a result of such breach or default.

8.7 Taxes:

The City of Leon Valley and its departments are exempt from payment of all federal tax and Texas State and local taxes on its purchases, except for certain excises. Questions concerning these taxes shall be directed to the Purchasing Agent.

Purchases made for the City as a part of the contract between the vendor and the City are taxable unless the material(s) or item(s) purchased become a part of any real property owned by the City. The City of Leon Valley will not provide a tax exemption certificate unless the goods or material will meet the test as real property, owned by the City.

- 8.8 **Guaranteed Delivery:**
Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.
- 8.9 **Applicable Law and Venue:**
This contract shall be governed under the laws of the State of Texas, and venue for any legal action between the parties shall be in Bexar County, Texas. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affects the work or its conduct.
- 8.10 **Assignment:**
No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of the City of Leon Valley.
- 8.11 **Patent, Copyright and Trademark Infringement:**
The vendor guarantees goods sold to the City were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the City of Leon Valley (provided such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 8.12 **Warranty:**
Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.
- 8.13 **General Independent Contractor Clause:**
This agreement does not create an employer relationship between the parties. It is the parties' intention that the contractor (Collection Agency) will be an independent contractor and not the City of Leon Valley's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Texas Workers' Compensation Law and

Texas Unemployment Insurance Law. The contractor will retain sole and absolute discretion in the judgment of the matter and means of carrying out the contractor's activities and responsibilities hereunder. The contractor agrees that it is a separate and independent enterprise from the City of Leon Valley, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Collection Agency and the City of Leon Valley, and the City of Leon Valley will not be liable for any obligation incurred by the Collection Agency, including but not limited to unpaid minimum wages and/or overtime premiums.

8.14 Cancellation:

The City of Leon Valley reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve the City of its responsibility to pay for services or goods provided or furnished to the City prior to the effective date of termination.

8.15 Public Records Access:

It is the intention of the City of Leon Valley to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bids are opened publicly and read aloud. Proposals are opened in private to avoid disclosure of the contents and remain secret during negotiations. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Purchasing Agent Monday – Thursday, between 7:30 a.m. and 5:30 p.m., and on Friday, 7:30 a.m. and 11:30 a.m. Prior appointment is advisable.

8.16 Recordkeeping and Record Retention – Cost Reimbursement Contracts:

Where payment to the vendor is made on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The City shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

9.0 REQUIRED FORMS

The pages that follow are:

Attachment A - Signature Affidavit

Attachment B - Non-Collusion Affidavit

Attachment C - Vendor Data Sheet

Attachment D - Reference Data Sheet

Attachment E - Cost Summary Sheet

Texas Ethics Commission Form 1295

[Form](#) (Informational Purposes Only)

[Online Filing](#)

[Frequently Asked Questions](#)

Texas Ethics Commission Form CIQ

[Form](#)

SIGNATURE AFFIDAVIT

STATE OF TEXAS §
COUNTY OF BEXAR §

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the City of Leon Valley in this Request for Proposals, and declares that the attached proposal and pricing are in conformity therewith. The undersigned individual acknowledges and attests that he/she is authorized to contractually bind the proposing company or firm submitting the response to the RFP.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me the undersigned authority by _____
the _____ of _____
on behalf of said bidder this _____ day of _____.

Notary Public in and for the
State of Texas

My commission expires: _____

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
COUNTY OF BEXAR §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me the undersigned authority by _____ (Name)

the _____ (Title) of _____ (Firm/Company)

on behalf of said bidder this _____ day of _____.

Notary Public in and for the State of Texas

My commission expires: _____

VENDOR DATA SHEET

1. Proposing Collection Agency Name: _____

Telephone: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

2. Contact Person in the event there are questions about your proposal:

Name: _____ Title: _____

Telephone: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

E-mail: _____

3. Mailing address where City purchase orders/contracts are to be mailed and person the Department can contact concerning orders and Collections:

Name: _____ Title: _____

Telephone: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

4. Form prepared by or authorized by:

Name of Authorized Officer (typed) Title

Signature Date

REFERENCE DATA SHEET

For Vendor:

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for five (5) or more installations/services with requirements similar to those detailed in this RFP.

1. Company Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Describe product(s) and/or Services Provided: _____

2. Company Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Describe product(s) and/or Services Provided: _____

3. Company Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Describe product(s) and/or Services Provided: _____

REFERENCE DATA SHEET – PAGE 2

4. Company Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Describe product(s) and/or Services Provided: _____

5. Company Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Describe product(s) and/or Services Provided: _____

6. Company Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Describe product(s) and/or Services Provided: _____

Vendors may add additional references as desired.

COST SUMMARY SHEET

For Vendor:

The City of Leon Valley desires an incentive-based or percentage-based compensation plan to align with goals set forth by both the Contractor and the City. Please fill in the appropriate boxes below. The bidder may provide and innovative fee structures currently in use with other clients for consideration.

Pricing Options:

EMS fee delinquent debt services

Per case cost _____

% of cash collections _____

Collection Agency costs _____

Other costs _____

Conversion of existing accounts to proposed firm's software and processing

Per case cost _____

% of cash collections _____

DATE: _____

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 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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.