

***REQUEST FOR PROPOSALS***



**TERM CONTRACT FOR THIRD PARTY BILLING AND COLLECTION SERVICES**

**RFP Number: 2017-05**

**DATE ISSUED: July 24, 2017**

**DUE DATE: August 28, 2017**

**City of South Padre Island  
Office of the Fire Chief  
4601 Padre Boulevard  
South Padre Island, TX 78597  
956-761-3831**

Disclosure Requirements:

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

**BY DOING BUSINESS OR BY SEEKING TO DO BUSINESS WITH THE CITY OF SOUTH PADRE ISLAND, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.**

**VENDOR NAME:** \_\_\_\_\_

## CONTENTS

Contents .....	2
Schedule of Events .....	2
Introduction .....	3
Format .....	3
Submission of Proposals .....	4
Technical Requirements .....	7
Questionnaire .....	10
Evaluation of Proposals .....	11
General Terms and Conditions .....	12
Attachment A: References .....	20
Attachment B: Affidavit .....	21
Attachment C: Residence Certification .....	22
Attachment D: Confidentiality Agreement .....	23
Attachment E: Conflict of Interest Questionnaire .....	24
Attachment F: Disclosure of Interests .....	26

## SCHEDULE OF EVENTS

- July 24, 2017                      Advertisement of Release of RFP
- July 24, 2017                      Release of RFP to FIRMS
- August 18, 2017                    Deadline for Questions and Inquiries
- August 28, 2017                    Deadline for Submission of Proposals
- August 28, 2017                    Opening of Sealed Proposals (City Council Chambers)
- September 6, 2017                Earliest date for City Council Approval

***SUBJECT TO CHANGE***

## INTRODUCTION

### Term Contract for Third Party Billing and Collection Services

The City of South Padre Island is interested in contracting with a third party (Contractor) for EMS billing and collection services. The City of South Padre Island, hereinafter referred to as “the City”, is soliciting proposals for billing and collection of emergency medical services. It is the City’s desire to contract with one company who can perform the City’s Emergency Medical Services (EMS) billing, collection, and electronic patient care reporting services by considering all offers to determine the best value for the City. The selected contractor(s) will provide the City with a comprehensive program.

The City appreciates the Proposer’s expertise and capabilities and does not intend to write a detailed specification to address every feature and component of the billing, collection and electronic patient care reporting services. However, various minimum requirements are outlined in this document. The intent of this Request for Proposal (RFP) is to allow vendors to provide the City with the best solution given the requirements set forth by the City. This approach enables the City to take advantage of the most advanced program available while allowing fair evaluation of all responses and remain within standard purchasing procedures established by the City.

### FORMAT

Offerors shall use the prescribed format outlined in this RFP to clearly describe their proposal. The City reserves the right to eliminate from further consideration any response that is deemed to be unresponsive to this RFP. The intent of the City is that all responses follow the same format in order to evaluate each response fairly. Proposals will be evaluated based on the material and substantiating evidence presented in the proposal and not on the basis of what could be inferred.

Begin each section and subsection described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the Offeror indicated clearly at the upper right corner. To assure consistency, proposals must conform to the following format:

- A. **Table of Contents** - Responses shall include a table of contents properly indicating the section and page numbers of the information included.
- B. **Introduction** - Responses shall include a summary of the Offeror’s understanding of the City’s needs and objectives and the Offeror’s unique qualifications and services.
- C. **Technical Requirements** - Information requested in the section on Technical requirements must be completed and included in your RFP.
- D. **Offeror Questionnaire** - Information requested in the section on Offeror Questionnaire must be completed and included in your RFP.
- E. **References** – (Attachment A) The Offeror shall include five (3) municipal/governmental references for which the Offeror has provided EMS billing, collection, and patient reporting services. References shall include the agency’s name, address, telephone number, and current contact person for each reference. References must be documented on the attached forms. References for projects where the responding firm was the prime contractor are preferred.
- G. **Contract** - Enclose a copy of your standard contract. Indicate any clauses that are conditional or non-negotiable.

## 1. SUBMISSION OF PROPOSALS

**Sealed submissions will be accepted until 10:00 a.m. CST on August 28, 2017, and should be delivered to:**

City of South Padre Island  
Susan Hill, City Secretary  
4601 Padre Blvd.  
South Padre Island, TX 78597  
956-761-8109 phone; 956-761-3888 fax

**If you choose to respond, one (1) unbound original and four (4) copies of the RFP should be returned in a sealed envelope bearing the name and address of the respondent as noted above.**

To ensure a fair and objective RFP process and evaluation, all questions and inquiries related to the Request for Proposal shall be submitted in writing via email to: [dfowler@myspi.org](mailto:dfowler@myspi.org). **The deadline for written questions and inquiries is August 18, 2017, 10:00 a.m. CST.** Contact with any employee or official of City of South Padre Island is prohibited without prior written consent from the Finance Director or his designee. Respondents contacting any other employee(s) or official(s) without prior written consent risk elimination of their proposal from further consideration.

The City of South Padre Island believes that the data contained in this RFP is sufficient for the preparation of a proposal. Requests for additional information will be considered depending on the RFP time frame and the availability of requested information. Any updates or answers to questions related to this RFP will be posted on the City's website in the same location as the RFP. The City of South Padre Island reserves the right to reject any and all proposals.

### **Single Proposal:**

In the event a single proposal is received, the City will, at its option, conduct a price and/or cost analysis of the proposal and negotiate the award, or reject the proposal and re-advertise. Comparing price quotations submitted on other current quotations, current price lists, or other established or competitive prices would perform a price analysis.

### **Incurring Costs**

All costs incurred in the preparation and submission of proposal will be borne by the Respondent.

### **Economy of Preparation**

Proposal documents must be prepared simply and economically, and provide a straightforward, concise delineation of capabilities proposed to satisfy the requirements of the RFP. Unnecessarily elaborate brochures or other presentations are not required. Completeness and clarity of content must be emphasized. All brochures, presentations and items submitted in support of proposals will become part of the Contract.

## **Modification or Withdrawal of Proposals**

Proposals may be modified or withdrawn in person by written notice received at any time prior to the closing date and time specified. Proposals may be withdrawn in person by an authorized representative of the Respondent.

## **Solicitation of Amendments**

In the event an amendment to this RFP is issued, all solicitation terms and conditions will remain in effect unless specifically changed by the amendment. Respondents must remit an acknowledgment of receipt of such amendment(s) to the place designated. The acknowledgment must be remitted prior to the hour and date specified for receipt of proposals in the amended RFP.

## **RESPONDENTS WHO DO NOT ACKNOWLEDGE RECEIPT OF RFP AMENDMENTS IN A TIMELY MANNER BY ONE OF THE FOLLOWING METHODS WILL BE ELIMINATED FROM FURTHER CONSIDERATION:**

- a. Returning one signed copy of the amendment.
- b. Acknowledging receipt of the amendment on at least one signed copy of the submittal.
- c. Submitting a signed letter which acknowledges the amendment(s) and refers to the RFP and amendment number(s).

If a Respondent desires to change a proposal that already has been submitted, the change may be made by a signed letter that refers to the RFP and amendment number(s). The letter must be received at the designated place, prior to the hour and date specified for receipt of proposals in the amended RFP.

## **ALL SIGNATURES ON PROPOSALS, AMENDMENTS, OR RELATED CORRESPONDENCE MUST BE BY PERSONS WHO ARE AUTHORIZED TO CONTRACTUALLY BIND THE RESPONDENT.**

### **2. TAXES:**

The South Padre Island Fire Department is exempt from Texas State sales tax and federal excise taxes, and will issue exemption certificates upon request.

### **3. PROPOSAL REJECTION:**

The City reserves the right to reject any or all proposals. It further reserves the right to waive technicalities and formalities, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City.

### **4. PROFESSIONAL LIABILITY:**

In connection with the provisions of the Firm's obligation, the Firm shall indemnify and hold South Padre Island Fire Department and its employees harmless for any and all claims, lawsuits, legal expenses, and any other costs related to the performance or non-performance of this Agreement.

**5. INSURANCE:**

During the term of the Agreement, the Contractor shall procure and keep in force the following insurances:

- General Liability and Property Damage Insurance, with limits, ONE MILLION DOLLARS (\$1,000,000).

Shall provide the City with copies of these policies to confirm such coverage.

**6. PERSONNEL**

The work is to be performed by competent and qualified personnel.

**7. BASIS OF PROPOSAL AWARD**

The contract will be awarded to the responsible and responsive Responder meeting the specifications and having the lowest possible (negotiated) unit price of the proposal, consistent with the quality needed for effective use. All prices quoted will be firm. Award to successful Responder will be made by City Council action. The South Padre Island Fire Department policy requires that the contractor pay wages of the greater of \$10.00 per hour.

**PREPARATION COSTS**

The City will not be liable for any costs associated with the preparation, transmittal or presentation of any proposals or material submitted in response to the RFP.

**8. SOUTH PADRE ISLAND FIRE DEPARTMENT RESPONSIBILITES:**

The proposal must detail what information is required from the South Padre Island Fire Department in support of the lien processes services.

**9. SPECIAL CONDITIONS**

Comply with these special conditions.

If at any time the services awarded to this contractor fail to meet the scope of work/services as included herein, as determined by the South Padre Island Fire Department, successful Responder shall be in breach of contract.

Responders are advised that all City contracts are subject to all legal requirements provided for in the City charter and or City ordinances and State and Federal statutes.

Proposals not submitted on these forms will not be considered.

The City South Padre Island by receipt of proposals and/or execution of a contract with the successful respondent does not guarantee any minimum purchase of the items proposed upon. If a minimum quantity is specified in the proposal, it shall be the minimum amount of purchase for each purchase order.

No City employee or elected official of the City of South Padre Island shall have a financial interest, direct or indirect, in any contract with the City or shall be financially interested directly or indirectly, in the sale to the City of any materials, supplies or services.

## 10. QUESTIONS REGARDING PROPOSAL

Questions regarding proposal should be addressed to:

Doug Fowler, Fire Chief

4601 Padre Blvd, South Padre Island, Texas 78597

Phone: 956-761-3831

Fax: 956-761-2792

Email: [dfowler@myspi.org](mailto:dfowler@myspi.org)

The preferred submission method is by email.

## 11. NON-APPROPRIATION CLAUSE

Notwithstanding any provisions of this agreement, the parties agree that the services are payable by city from appropriations, grants, and monies from the General Fund and other sources. In the event sufficient appropriation, grants, and monies are not made available to City to pay these services for any fiscal year, this Agreement shall terminate without further obligation of City. In such event, the City Manager of City shall certify to contractor that sufficient funds have not been made available to City to meet the obligations of this Agreement; such certification shall be conclusive upon parties.

## 12. AUDIT

The City of South Padre Island reserves the right to audit the vendor for Certificate of Occupancy, books and records relating to the performance of this contract. The South Padre Island Fire Department, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract.

## 13. TERMS

The initial term of this contract will be three (3) years from the date of award. The City may, unilaterally, extend the contract for two (2) additional years. Following that, one (1) additional year each year thereafter; if mutually acceptable to the supplier and the City of South Padre Island – EMS/ Fire Department.

## TECHNICAL REQUIREMENTS

This section shall address detailed technical requirements as outlined below and Offeror's shall address each item in their response. South Padre Island EMS estimates the number of emergency transports to be a minimum of 700 on an annual basis.

- A. The successful Offeror shall promptly undertake through ethical and lawful means, the billing and collection of the South Padre Island Fire Department Emergency Medical Service (EMS) fees imposed on the users of this service, 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.
- B. Indicate, in detail, the Offeror's approach in providing services in the following three areas:

1. Current Billing and Collections – The Offeror shall outline the current billing and collection process and itemize all costs associated with the process.
  2. Delinquent Billing and Collections – The Offeror shall outline the delinquent billing and collection process and itemize all costs associated with the process.
  3. Electronic Patient Reporting – The Offeror shall provide electronic patient reporting software that will interface with approved monitoring devices and the application will be a minimum Nemsis 3.x Certified and have passed the NEMSYS 3.X / NEMSYS 3.X web services certification with the State of Texas DSHS prior to the proposal submittal date. Offeror shall completely specify the capabilities of the software proposed.
- C. Training - Provide detailed information for training of City staff, if necessary.
- D. The Offeror will provide the following minimum services.
1. Transition from current format of the billing and patient data from the South Padre Island Fire Department for preparation patient care reporting to the current format. Take over responsibility for all previous billing (if required) and collections of existing accounts. Any software training for the South Padre Island Fire Department Emergency Medical Service staff will be done at the City and at the Offeror's expense.
  2. Calculate mileage for billing from point of pickup to destination.
  3. Obtain any missing data necessary for billing from either the receiving hospital or from the patient by telephone or in person. (Using the U.S. Postal Service for such inquiries is discouraged and only viable if telephone contact numbers are unavailable.)
  4. File claims, electronically or by using appropriate forms, on behalf of patients with Medicare, Medicaid, Worker's Compensation, Personal Injury Protection, and third party insurance companies.
  5. Gather, extract and transmit data collected from patient run information to satisfy the reporting requirements of the South Padre Island Fire Department to the Texas Trauma Registry and/or the Texas Department of State Health Services.
  6. Adhere to and implement current privacy standards of Health Insurance Portability and Accountability Act (HIPAA) requirements. Follow national electronic data interchange (EDI) standards and use national standard codes such as HCPCS, CPT, and CDT.
  7. Adhere to and be aware of the current billing requirements and contractual restrictions dictated by the Centers of Medicare and Medicaid Services, Texas Medicaid and Healthcare Partnership, the Health Insurance Portability and



Accountability Act, and the Texas Worker's Compensation Commission and shall hold the City harmless for any billing errors due to the Contractor's activity.

8. Send the patient or the patient's responsible party a statement advising the status of the claim every thirty days.
9. Collect all EMS account fees and establish monthly payment plans, when necessary, for patients financially unable to make one full payment.
10. The South Padre Island Fire Department will notify the Contractor of any direct payments and will credit the Contractor with the contractual rate for all such direct payments collected after the Contractor begins active collection efforts.
11. The Contractor shall suspend the billing and collecting efforts on any EMS account upon written notice to do so by a representative of the City's Fire Services Department. The Fire Services Department may recall any EMS account, all at no cost to the City, except for fees earned prior thereto.
12. The Contractor shall not have the right to refuse to bill and collect any EMS fee.
13. The Contractor shall bill proper and complete itemized charges to various insurances as Medicare, Medicaid, commercial insurances and other as appropriate for each type of insurance.
14. The Contractor shall maintain adequate records of the services performed such as invoicing, statement and dunning letter processing for audit by the City. All such records shall be available for inspection and audit, without prior notice, by the South Padre Island Fire Department.
15. The Contractor shall have as part of their billing procedure verifiable checks and balances built in the billing system.
16. All standard billing, collecting, and account status reporting formats will be in a format acceptable to the City. The Offeror's proposal shall include proposed sample reports and the desired schedule for furnishing each. Minimum report requirements are shown as follows on a monthly basis:
  - a. A report of accounts receivable; including the beginning balance, all EMS charges billed, payments received, any adjustments, and the ending accounts receivable balance.
  - b. An aged trial balance of outstanding EMS accounts.
  - c. A summary historical report of Offeror performance; including the number of runs billed, EMS fees billed, collected and the patient category, i.e. self-pay, private insurance, Medicare, Medicaid.
  - d. A detail of refunds for overpayments, bad debt and other write-offs.
  - e. A summary of all charge adjustments and non-allowable adjustments.

## OFFEROR QUESTIONNAIRE

The following questions must be answered and returned as part of your RFP. Failure to do so will result in disqualification. Evaluation of this questionnaire will be a major factor in the award of this contract.

- A. How long has your firm been in business? (Years)
- B. What type of technical resources does your firm have?
- C. List any past or present lawsuits filed against your firm.
- D. Who will be supervising the work to be performed under this contract and what is the person's experience (years of experience, certification, and qualifications, etc.)
- E. Explain the role of the contractor as related to city staff, including the division of work between the contractor and City staff.
- F. How many and what type of local branches and agencies throughout the continental United States does your firm have?
- G. Provide the street address and contact person's name for your firm and identify the location where the actual collection efforts will take place.
- H. Provide disclosure and supporting documentation, such as a "collection policy", that will be used by the agency when directing collection service personnel on dealing with accounts by the telephone or in writing. Provide sample letters and telephone scripts.
- I. Provide disclosure and supporting copies of any and all standard invoices, release and assignment of benefits forms, statements and dunning notices presently being utilized.
- J. Describe your ability to manage all individual payments and to make one monthly direct deposit to the City's account with a summary of the transactions.
- K. What fee schedule would you propose the South Padre Island Fire Department charge for services to include:
  - 1. Basic Life Support transport
  - 2. Advanced Life Support transport
  - 3. The per mile charge for transport to the hospital
  - 4. Motor vehicle accident fee for fire department services
  - 5. Extrication fee for trapped patients, typically in vehicle accidents

# EVALUATION OF PROPOSALS

## WEIGHTED QUANTITATIVE SCORING:

Each Vendor will be assigned a score of 0 - 4 by each evaluator for each criteria

- 4 = Very good / Greatly exceeds expectations
- 3 = Above expectations
- 2 = Meets expectations
- 1 = Does not meet expectations
- 0 = non responsive

Utilization of 0 by evaluator requires Evaluation Committee's full consensus.

A. Contractors will be evaluated for this project based on the following point system:

Technical Requirements	30 points
Response to questionnaire	20 points
Overall cost per dollar collected	25 points
<u>Experience and references</u>	<u>25 points</u>
<b>TOTAL</b>	<b>100 POINTS</b>

## METHOD OF AWARD

The City of South Padre Island will enter into contract negotiations with the highest-ranked Respondent based on the combined scores of the written proposal, any oral presentation, any site visitations, and evaluation by and of approval of the City of South Padre Island.

Note: Insufficient management experience and/or support services as determined by the South Padre Island Fire Department may be deemed as a cause for rejection of proposal.

## **GENERAL TERMS & CONDITIONS (Requests for proposals (RFP))**

**ADDENDA:** If RFP specifications, terms or conditions are revised, the City Finance Department will issue an addendum addressing the nature of the changes and notify interested potential Proposers. Proposers must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFP package containing the Proposer's submittal.

**ADVERTISING:** Unless otherwise required by law, Proposers to City RFPs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFP.

**AWARD:** City may hold RFP responses for a period of sixty (60) days. City reserves the right to reject any or all responses to RFPs. City reserves the right to award a contract, if any, based on the Proposer's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFP) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one proposer. City Manager reserves the right to determine the method and procedures for the final award of all RFPs at any time they may choose, regardless of the Point System used by the Evaluation Committee.

**BONDS:** If the contract that may be entered into with the City will likely require a performance guarantee or bond, the Finance Department will attach a separate page to the RFP explaining those requirements.

**CANCELLATION AND TERMINATION:** In any contract resulting from the RFP, the City shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the City may have in law or equity. Cancellation of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the City in accordance with this provision. The City shall have the right to terminate all or any part of the contract if (1) the Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the City may have in law or equity. Termination of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Proposer and the City.

**CONTRACT RENEWALS:** Contract Renewals must receive City Manager approval. For contract renewal status and information, please contact the City of South Padre Island Finance Dept. at (956) 761-8167. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Proposer must notify City of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the City sufficient time to find an alternative vendor if possible. If Proposer fails to notify the City within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

**DISCRIMINATION:** In order to encourage fair employment practices, the Proposer agrees as follows: 1.) Proposer will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Proposer will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Proposer will furnish such relevant information and reports as requested by the City for the purpose of determining compliance with these regulations; and 4) failure of the Proposer to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part as a result thereof.

**DISQUALIFICATION OF PROPOSER:** Upon submitting a response to this RFP, Proposer certifies that the Proposer has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFP considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the City believes that collusion exists among the Proposers. If multiples are submitted by a Proposer and after all responses to the RFPs are opened one or more of the responses are withdrawn, the result will be that all of the responses submitted by that Proposer will be withdrawn; however, nothing herein prohibits a Proposer from submitting multiples for different products or services.

**EVALUATION:** All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of City. Evaluations shall be based on criteria bearing on price and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in this RFP may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Finance Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to Proposers and the City Manager upon request. Evaluation sheets and any summary of all responses are subject to review by the City Finance Department and Evaluation Committee's recommendation to City Manager. Compliance with all RFP requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFP). The City Finance Department reserves the right to contact any Proposer, at any time, to clarify, verify or request information with regard to that Proposer's response. The City Finance Department further reserves the right to hold negotiation discussions with any responsible Proposer determined to be reasonably susceptible of being selected for award in accordance with law.

**PROTEST PROCEDURES:** Procedure - This protest procedure is available to Proposers responding to this RFP and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Finance Department within five (5) business days from the date of the RFP award by the City Council. Debriefing questions must be submitted in writing to the Finance Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFPs, Proposers are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

Protests are made: 1. To the Finance Department after the debriefing conference. Proposer protests shall be received, in writing, by the Finance Department within five (5) business days after the debriefing conference. 2. To the Protest Committee, only after the protest to the Finance Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Proposer has received notification from the City Finance Department of its decision.

Grounds for protest

1. Errors were made in computing the score.
2. The City failed to follow procedures established in the RFP, the Finance policy on acquisitions or applicable state or federal laws or regulations.
3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting Proposers shall include, in their written protest to the City Finance Department, all facts and arguments upon which they rely. Proposers shall, at a minimum, provide:

1. Information about the protesting Proposer; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.
3. Specific and complete statement of the City's action(s) being protested.
4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.
6. For protests to the Protest Committee, a copy of the Finance Department's written decision on the protest.

Review Process:

1. Upon receipt of a Proposer's protest, the Finance Department shall postpone further steps in the acquisition process until the Proposer protest has been resolved.
2. The Department's internal protest review procedures consist of the following:
  - a) The Finance Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Proposer.
  - b) A written decision will be delivered to the Proposer within five business days after receipt of the protest, unless more time is needed. The protesting Proposer shall be notified if additional time is necessary.

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or
2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or
3. Find merit in the protest and provide the agency options which may include recommendations to a) correct its errors and reevaluate all proposals, and/or b) reissue the Proposer solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by City Finance Department. Protests of the decisions of City Finance Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest

Committee within five business days after the decision of Finance Department in order to be considered. The Committee's decision is final, with no further administrative appeal available.

**FISCAL FUNDING:** A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include "fiscal funding out" clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Proposer from the using department without penalty of any kind or form to City. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Proposer.

**GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the City, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFP is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of City or City entities (if any such relationships exists) which must be filled out, attached and included with the RFP response. The City may, by written notice to the Proposer, cancel this contract without liability to Proposer if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Proposer in providing such gratuities. Proposer guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Proposer for the purpose of securing business.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION:** If Proposer is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your response. This information will assist the City in the percentage tracking of HUB utilization.

**INSURANCE:** The Proposer shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Proposer and the interests of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the City. It shall be the responsibility of the Proposer to maintain adequate insurance coverage at all times. Failure of the Proposer to maintain adequate coverage shall not relieve the Proposer of any contractual responsibility or obligation.

**MAINTENANCE:** Maintenance required for equipment requested in RFPs should be available in City by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If City opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**MATERIAL SAFETY DATA SHEETS:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a Proposer must provide to the City with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Proposer to furnish this documentation will be cause to reject any RFP applying thereto.

**NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of City to restrict responses to RFPs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Proposers may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Proposers. City shall act as sole judge in determining equality and acceptability of products offered.

**SCANNED RE-TYPED RESPONSE:** If in its RFP response, Proposer either electronically scans, re-types, or in some way reproduces the City's published RFP package, then in event of any conflict between the terms and provisions of the City's published RFP specifications, or any portion thereof, and the terms and provisions of the RFP response made by Proposer, the City's RFP specifications as published shall control. Furthermore, if an alteration of any kind to the City's published RFP specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFP. Substitute items will not be accepted unless approved (in advance).

**SUPPLEMENTAL MATERIALS:** Proposers are responsible for including all pertinent product data in the returned RFP package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Proposer wishes to include as a condition of the RFP response must also be in the returned RFP response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Proposer's entire RFP.

**USAGE REPORTS:** City reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by

City department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

**WARRANTY PRICE:** (a) The price to be paid by the City shall be that contained in Proposer's response to the RFP which Proposer warrants to be no higher than Proposer's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, City may cancel this contract without liability to Proposer for breach or Proposer's actual expense.

(b) The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the City shall have the right in addition to



any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFP.

Proposers may not limit or exclude any implied warranties.

Proposer warrants that products sold and services provided to the City shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event any product does not conform to OSHA Standards, where applicable, City may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, City may correct at the Proposer's expense.

**-WARRANTY ITEMS/PRODUCTS:** Proposer warrants that products sold and services provided to the City shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, City may correct at the Proposer's expense.

Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City.

Proposer warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP invitation and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the City's approval. Successful Proposer shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Proposer at no expense to the City.

**SAFETY WARRANTY:** As noted above, Proposer warrants that the products sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by City will be at Proposer's expense. Have you attached the required warranty information to the RFP (if applicable)? "Yes" or "No"

#### **APPLICABLE LAW**

To the extent it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

**ASSIGNMENT DELEGATION:** No right, obligation or interest in this contract shall be assigned or delegated to another by Proposer without the written permission of the City. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**CONTRACT OBLIGATION:** City Manager or other person authorized by the City Manager must sign the contract before it becomes binding on City or the Proposer. Department Heads are NOT authorized to sign agreements for City. Binding agreements shall remain in effect until all products and/or services covered by this RFP - have been delivered and accepted and all contract requirements have been satisfied.

**ERRORS AND OMISSIONS:** Errors and Omissions in the RFP or any provision herein described will not be construed as to relieve the Proposer of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

**FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFP and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

**HOLD HARMLESS AGREEMENT:** The successful Proposer shall indemnify and hold City harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Proposer's performance. Proposer shall procure and maintain, with respect to the subject matter of this RFP, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Proposer's liability as may arise directly or indirectly from work performed and goods or services sold under the terms of this RFP. Certification of such coverage must be provided to the City upon request.

**INFRINGEMENTS:** There will be no warranty by City against infringements. As part of this contract for sales, Proposer agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall City be liable to Proposer for indemnification in the event that Proposer gets sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, Proposer shall notify City to that effect in writing within two (2) weeks after the signing of this agreement. If City does not receive notice and is subsequently held liable for the infringement or the like, Proposer will hold City harmless. If Proposer in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that City will pay Proposer the reasonable cost of Proposer's search as to infringement. The Proposer agrees to protect the City from claims involving infringement of patents or copyrights.

**INTERPRETATION PAROLE EVIDENCE:** Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFP to a successful Proposer, this writing is intended by the parties as a

final expression of the terms of this RFP and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFP and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control, if applicable.

**LATE RESPONSES:** RFP responses must be received by the City before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The City is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

**MODIFICATIONS:** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

**O.S.H.A.:** Proposer must meet all Federal and State OSHA requirements.

**REMEDIES:** The successful Proposer and City agree that both parties have all rights, duties, defenses and remedies available under law.

**RIGHT TO ASSURANCE:** During the RFP process and any resulting contract, whenever a Proposer or City in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made, and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFP and any resulting contract.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in or near South Padre Island, Texas.

**PROPOSER SHALL CONFIRM ACCEPTANCE OF RFB TERMS:** The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the City with a response to this RFP.

**THESE TERMS INCORPORATED:** These General Terms and Conditions shall be incorporated in the response to the RFP and any resulting contract to this RFP. The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the City with a response to this RFP.

**OTHER TERMS:** The Proposer shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The City may accept or reject any suggestions in accordance with law.

**RFP Title** \_\_\_\_\_ **Proposer's Name** \_\_\_\_\_

**REFERENCES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The City prefers customers of similar size and scope of work to this RFP. ***THIS FORM MUST BE RETURNED WITH YOUR RFP.***

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_



**Attachment B**

STATE OF TEXAS  
CITY OF SOUTH PADRE ISLAND

**AFFIDAVIT**

The undersigned certifies that the proposed prices contained in this RFP response have been carefully checked and are submitted as correct and final and if this RFP is accepted (within 60 days) agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_

Who, after having first been duly sworn, upon oath did depose and say that the foregoing RFP response is submitted by \_\_\_\_\_, hereinafter called "Proposer," is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer. The Proposer is not a member of any trust, pool or combination to control the price of products or services RFP on, or to influence any person to RFP or not to RFP thereon. I further affirm that the Proposer has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted RFP. The contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Address of Proposer:  
\_\_\_\_\_  
\_\_\_\_\_

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

Signature \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBE BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for County \_\_\_\_\_ State \_\_\_\_\_

THIS FORM MUST BE RETURNED WITH YOUR RFP

**Attachment C**

**RESIDENCE CERTIFICATION**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, South Padre Island Requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

“Nonresident Proposer” refers to a person who is not a resident.

“Resident Proposer” refers to a person whose principal place of business is in this State, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that \_\_\_\_\_ is a Resident  
(Company Name)

Proposer of Texas as defined in Government Code §2252.001.

I certify that \_\_\_\_\_ is a Nonresident  
(Company Name)

Proposer as defined in Government Code §2252.001 and our principal place of business is

\_\_\_\_\_  
(City and State)

***THIS FORM MUST BE RETURNED WITH YOUR RFP***

**CONFIDENTIALITY AGREEMENT**

SOUTH PADRE ISLAND EXPRESSLY REQUESTS THAT BIDDERS / PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S / PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS / PROPOSERS OR ANY MEMBER OF THE CITY COUNCIL, ANY CITY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY CITY MANAGER. EXCLUDED ARE PRE-BID OR PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT /FINANCE DEPARTMENT AT ANY TIME.

**FROM RFP OPENING DATE THROUGH CITY MANAGER MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE CITY MANAGER OR COUNCIL MEMBERS TO DISCUSS MATTERS PERTAINING TO THIS RFP.**

- 01. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any member of City Council, any City Official, or an Evaluation Committee member concerning this Invitation to RFP, other than questions to the City Finance Office?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 02. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any other Bidder or Proposer concerning this Invitation to RFP?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of person submitting this RFP

\_\_\_\_\_  
Date

***THIS FORM MUST BE RETURNED WITH YOUR RFP***



**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor doing business with local governmental entity**

OFFICE USE ONLY

Date Received

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.

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 in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section 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 named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer services as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4.

Signature of vendor doing business with the governmental entity

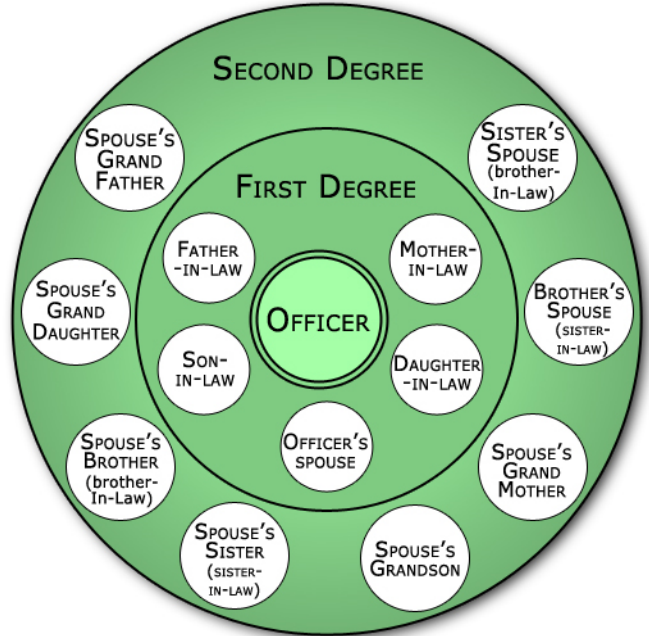
Date

## NEPOTISM CHART

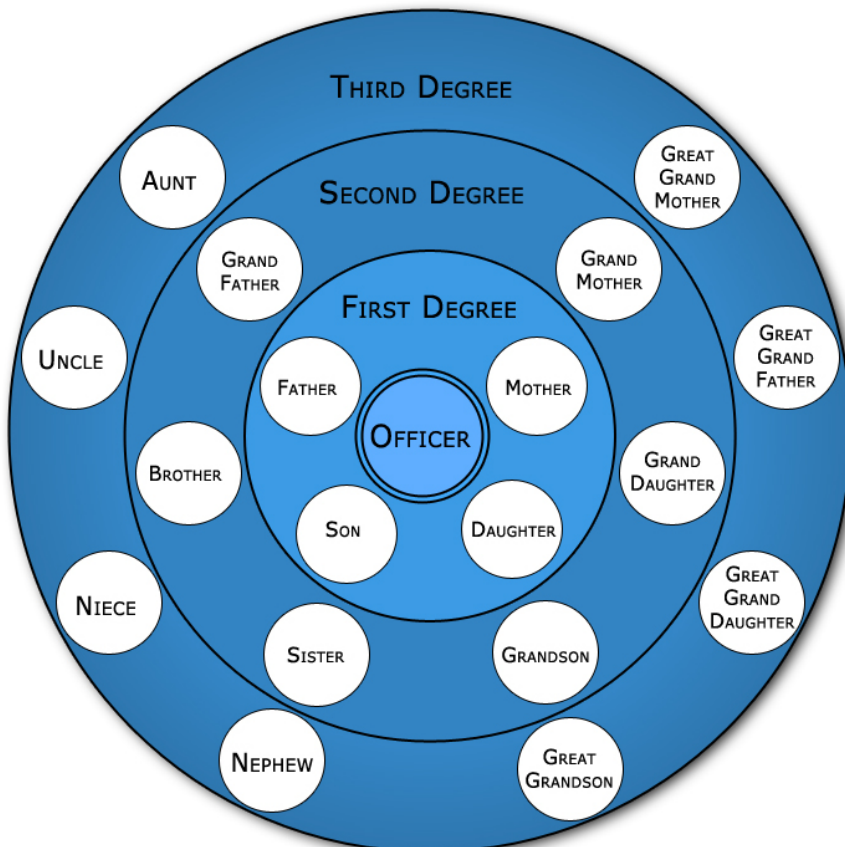
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

### AFFINITY KINSHIP Relationship by Marriage



### CONSANGUINITY KINSHIP Relationship by Blood



**DISCLOSURE OF INTERESTS**

**MUST BE FILLED OUT AND SUBMITTED WITH THE RFP**  
**IF DISCLOSING: PROPOSER MUST ALSO FILE WITH THE CITY SECRETARY’S OFFICE**  
**THE FINANCE DEPT. WILL NOT BE FILING ON THE PROPOSER’S BEHALF**

The City of South Padre Island, Texas requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with “N/A.” By law, this questionnaire must be filed with the records administrator (City Secretary’s Office) of the local government.

Date \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

FIRM is 1. Corporation ( )                      2. Partnership ( )                      3. Sole Owner ( )  
4. Association ( ) 5. Other ( ) \_\_\_\_\_

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

- 1. State the names of each “employee, elected official, or member of the South Padre Island City Council” having Substantial Interest in Business Entity **Local Govt. Code 171.002**

**DISCLOSURE OF INTERESTS (CONTINUED)**

- a) For purpose of this chapter, a person has a substantial interest in a business entity if:
  - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
  - (2) funds received by the person from the business entity exceeds 10 percent of the person’s gross income for the previous year.
- b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
- c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

Name	Title	Department

**CERTIFICATE**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of South Padre Island as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 (Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_