



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

ADDENDUM 1

Date: December 10, 2015

RFP. No. FD-02-16 / Billing for Services

Location: San Angelo, Texas

Bid Date: January 6, 2016 /2:00 PM Local Time

The following clarifications, changes, additions, and/or deletions are hereby made to the RFB Bid Forms:

- **Clarifications:**
 - **This Request for Proposal is for Fire Department Billing and Collection Services exclusively.**
 - **This Proposal does not include either Ambulance or EMS Billing and Collection Services.**
- **Replacements of forms:**
 - **Replace Conflict of Interest Questionnaire & Instructions, Pages 21 and 23 with the attached revision dated 11/30/2015**
 - **Replace Draft Contract, Page 27 with Attached Draft Contract Revision (does not replace Exhibit's & Insurance)**

It is the responsibility of the bidder to ensure all addendums are considered in their pricing to prior to submitting a bid by contacting the Purchasing Department or visiting the city's website at www.cosatx.us. All addendums are published on the website as they are issued. Failure to do so will be at the risk of the bidders. No revisions to a bid can be allowed after the bids are opened for any reason.

Sincerely,

A handwritten signature in cursive script, appearing to read "Darlene Luna".

Darlene Luna, CTPM
Purchasing Specialist

Attachments: Conflict Of Interest Questionnaire and Instructions
Draft Contract Revision

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CONFLICT OF INTEREST QUESTIONNAIRE

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7_____
Signature of vendor doing business with the governmental entity_____
Date

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.



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DRAFT CONTRACT REVISION - ADDENDUM #1

**PROFESSIONAL SERVICES CONTRACT FOR THE
CITY OF SAN ANGELO
BILLING AND COLLECTION FOR FIRE DEPARTMENT SERVICE FEES**

THIS PROFESSIONAL SERVICES CONTRACT FOR THE BILLING AND COLLECTION OF MUNICIPAL FIRE DEPARTMENT FEES ("Contract") is made on the date hereinafter last specified by and between the CITY OF SAN ANGELO, TEXAS, a home rule municipal corporation acting by and through its duly authorized mayor, (hereinafter referred to as "City"), and [REDACTED] (hereinafter referred to as "Contractor"), a Texas corporation, acting by and through its duly authorized officers.

WITNESSETH:

WHEREAS, the City desires to secure the performance of certain, professional services for the billing and collection of municipal Fire Department service fees by trained, skilled persons; and

WHEREAS, the City advertised for and received competitive proposals for the billing and collections of these fees; and

WHEREAS, the Contractor was determined to be the best qualified proposer to meet the City's needs; and

WHEREAS, the Contractor possesses the experience and expertise necessary to perform the required services and desires to provide such services in exchange for the fee herein specified;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

ARTICLE I

Definitions

As used in this Contract, the following terms shall have meanings as set out below:

"City" is defined in the preamble of this Contract and includes its successors and assigns.

"Fee" is a method of payment whereby the Contractor is compensated by a portion of the amount recovered.

"Contractor" is defined in the preamble of this Contract and includes its successors.

"Director" means the Director of the Finance Department of the City of San Angelo.

"Effective Collection Rate" is calculated as the Net Amount Collected to date for a specific Service Month divided by the "Net Amount of Billed" in the same Service Month.

"Net Amount of Billed" is calculated for each Service Month as the total revenue billed, net of adjustments for rejected items, rebilled items previously rejected, cancellations and amounts uncollectible.

"Net Amount Collected" is calculated as the total amount of collections associated with a specific Service Month, net of adjustments for overpayments, refunds, returned checks and posting errors.

"Financial Manager" means such person as is designated from time to time by the City Manager through the Director to administer portions of this Contract on behalf of the City.

"Operations Manager" means such person as is designated from time to time by the City Manager through the Chief of the San Angelo Fire Department to administer portions of this Contract on behalf of the City.

"Service Month" means the calendar month in which a particular service is performed.

ARTICLE II

Purpose

2.01 The purpose of this Contract is to provide the City Fire Department with billing and collection services.

2.02 This Contract is a contract for services only and not a partnership or joint venture.

ARTICLE III

Term

3.01 Unless terminated sooner, the term of this Contract shall be _____ years, commencing on _____, 201_ and ending on _____, 201_. In addition, the City shall retain an option to renew this Contract on the terms specified



herein for _____ year periods. In order to exercise this option, the City shall notify Contractor of the renewal at least sixty (60) days prior to the expiration of the Contract.

3.02 The first six months of the contract will be a trial period during which the results of the Contractor's billing and collection process will be monitored to insure that FIRE DEPARTMENT fees are being processed in a professional and confidential manner, and the FIRE DEPARTMENT collection rate is satisfactory. The City has the option to cancel the contract after the six (6) month trial period if the Contractor has not performed to the City's satisfaction. To exercise this option, City shall notify Contractor of the cancellation within sixty (60) days of the end of the six month trial period.

3.03 Either the City or the Contractor may terminate this Contract for cause or convenience by giving thirty (30) days' notice in writing. Upon termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this Contract. As soon as practical after receipt of delivery of notice of termination, the Contractor shall submit a statement showing in detail the status of all accounts placed with Contractor to the date of termination. The City shall then pay the Contractor, on or about thirty (30) days after receipt of an invoice, all amounts due under this Contract. Copies of all reports, whether completed or partially completed, shall be delivered to the City when and if this Contract is terminated. It is agreed that for three (3) months from the date of termination, Contractor shall be required to process and attempt to resolve all accounts placed with it prior to termination and will receive its fee for accounts paid within the three (3) months after termination of this Contract.

ARTICLE IV

Responsibilities of the Contractor

4.01 Service in General: Contractor shall perform all services reasonable and necessary for the billing and collection of the City's Fire Department service fees for accounts placed with Contractor. This shall include routine billing services, processing Fire Department response data, rendering bills, full management of accounts receivable, maintaining auditable records, and providing management reports to the City. Without limiting the generality of the foregoing, the Contractor shall be required to perform the services specified in the City's Request for Proposal "Fire Department Billing & Collection Service, RFP No. FD-02-16", issued on _____, which is incorporated by reference (hereinafter the "RFP"), the Contractor's response to the RFP submitted to the City on _____, 20____, entitled "Business and Professional Service Complete Accounts Receivable Management, Response to RFP FD-02-16, Billing for Service", which is incorporated by reference (hereinafter the "Proposal") and Section 4.02 hereof. In the event that the various documents conflict with one another, the Contract and RFP will govern, in that order, over the Proposal unless the parties expressly agree to modify the Contract.

Contractor shall coordinate its performance with the Financial Manager and Operations Manager and such other persons as the Director may specify. The Contractor shall keep said persons currently advised of any developments relating to the scope of this Contract, and the Contractor shall at all appropriate times, or at least once per month, advise and consult with the Financial and Operations Managers.

Contractor's performance under this Contract shall conform to the highest professional standards prevailing in the account collection industry in the United States.

4.02 Services: Subject to the provisions of this Contract, the Contractor shall comply with the terms of the RFP and the work plan and procedures detailed in the Proposal, except as modified herein and subject to the limitations and order of primacy set forth in Section 4.01 above. Contractor shall furnish all services, materials, equipment, office space and personnel necessary to complete the following tasks and shall deliver the work products as provided below:

A. Personnel

Contractor agrees to provide all personnel necessary to perform or supervise the performance of the services under this Contract as specified in Section 4.01 hereof.

Contractor shall cross-train all personnel to assure continuity of billing in the event of illness, vacation, etc.

B. Location

Contractor agrees to maintain offices in [REDACTED]. Contractor further agrees to provide a local or toll free telephone number for contact with customers concerning billing inquiries. Local is defined as a telephone number being in Tom Green County, Texas.

C. Current Service Information

No less frequently than twice per week (specific days as mutually agreed by the Operations Manager and Contractor), the Contractor shall collect from the City of San Angelo Central Fire Station located at 306 West 1st Street, a copy of each service form executed by City of San Angelo Fire Department personnel.

Contractor shall treat any such records as confidential and privileged and shall not release or divulge, or allow its employees to release or divulge, all or any portion of such records. Contractor will comply with all laws regarding the Texas Public Information Act.



No less frequently than twice per week (specific days as mutually agreed by the Operations Manager and Contractor), the Contractor shall collect from the City of San Angelo Central Fire Station located at 306 West 1st Street, a dispatch log containing Fire Department response data for responses made as of the last log collection.

D. Billing and Collection

- 1) Contractor shall perform such billing and collection activities as specified in the Proposal and shall charge fees as specified in Exhibit "B," attached hereto and incorporated herein for all purposes.
- 2) Delinquent accounts transferred to collections will be listed with credit agencies serving Tom Green County and the State of Texas.
- 3) Contractor shall review all Fire Department response data received from the City and examine such records for missing and necessary information and its data entry personnel shall then sort and key in the account information.
- 4) Contractor shall conduct such research as is reasonably necessary to obtain and verify information and insurance coverage.
- 5) Accounts for which insurance information is obtained will be coded for insurance filing according to the information stated on the service form/run sheet.
- 6) Data entry personnel shall key in the insurance carrier name, address, policy numbers, and pre-coded information as specified by each individual carrier. Data entry personnel shall then submit electronically all claims entered for insurance carriers. Any remaining insurance claims shall be printed and mailed separately.
- 7) All correspondence from insurance carriers for additional information, claims denials or deductible status shall be reviewed and appropriate action taken. Claim denials shall be reviewed for possible appeals as needed.
- 8) Once an insurance carrier has made payment or denial on a claim, the service recipient will be sent a statement indicating the new balance. Secondary claims will be filed on all accounts with multiple insurance carriers.
- 9) Contractor shall comply with all timely filing schedules set forth by the individual carriers.

- 10) Contractor shall defer billing on accounts when contacted by the attorney for the service recipient, or upon written notice by a representative of the City. Contractor shall have the service recipient authorize the attorney to pay the bill(s) out of any settlement proceeds. Contractor may allow reasonable reductions in bills when notified that a plaintiff/service recipient's attorney has also discounted his/her charges in relation to a settlement agreement or a judgment on a lawsuit.
- 11) Contractor shall provide copies of Fire Department runs and bills to authorized individuals providing the appropriate financial releases are submitted as required by law including but not limited to the Texas Public Information Act.

E. Timetable for Billing and Follow-Up

Contractor shall send the first (1st) notice within three (3) to ten (10) days after receipt of a completed service run sheet/form. The first (1st) notice shall consist of a statement indicating the service provided and the charge for such service. All statements for charges shall include a request form for insurance information and an authorized signature for assignment of benefits and release of information.

Second (2nd) and third (3rd) statements shall be sent at thirty (30) day intervals. Second (2nd) statements shall have an applicable note to remit payment. Third (3rd) statements shall have a note to remit payment or account will be transferred to collections. Telephone personnel will contact service recipient regarding unpaid bills as deemed necessary.

Contractor will send three (3) billing notices prior to assigning an account to collections. A billing notice which is returned by mail will be assigned to a skip tracing specialist. Should Contractor be unsuccessful in finding a billable address, no further billings will be sent.

Service recipients making partial payments in a timely manner shall continue to receive statements.

- 1) Contractor's insurance specialists shall go through correspondence for accuracy and re-file if necessary.
- 2) Contractor's clerks shall look up account numbers and place them on the copies of checks/money orders, etc. received through the City's lock box provider.
- 3) Payments made at Contractor's office shall be directly deposited to the City's lock box account at City's depository bank and notification given to the City's Finance Department no less frequently than twice per week.



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- 4) Overpayments shall be checked for accuracy and refunds paid, if applicable. Returned checks shall be examined and appropriate action taken, i.e. check re-deposited or request for replacement monies, (cash, money order, cashier's check) by the City Finance Department as notified by City's depository bank. The City shall notify Contractor of necessary adjustments to an account as a result of a returned check.
- 5) Contractor's office personnel shall assist recipients over the phone and aid with insurance filing to facilitate payment of accounts.
- 6) Accounts which have been referred to the collection department will be reviewed periodically. If, after efforts have been exhausted, the accounts still appear uncollectible, these will be handled in accordance with paragraph F(2).
- 7) Contractor shall maintain financial accountability of the billing, accounting and collection services in accordance with generally accepted accounting principles (GAAP) and its own procedures as detailed in the RFP and in the Proposal, and shall provide access to the City during business hours to all records relating to this Contract and the collection of accounts referred by the City to the Contractor.
- 8) Contractor shall maintain high professional standards in all communications with the public on behalf of the City.
- 9) Contractor shall provide, to the Operations Manager, feedback, consultation and advice in recordkeeping for the Fire Department as it deems appropriate for increased efficiency in billing and collections. Additionally, Contractor will assist the City in isolating recordkeeping problems by periodically (no less frequently than quarterly or upon request) auditing the individual Fire Station's response for clarity and completeness and providing to the City a copy of the results of such audits within sixty (60) days after initiation of the audit.
- 10) Contractor shall strictly comply with all federal, state, local laws and particularly with those regulations pertaining to the collection of debts and collections.

F. Reports

All reports shall be in a format acceptable to the City.

- 1) Monthly Financial Report

Contractor shall submit a monthly financial report to the Financial Manager which shall, at a minimum, contain the following information. The City reserves the right to request additional financial reporting data at a later date:

- a) Number of accounts billed and dollar value by billing category;
- b) Money collected;
- c) Accounts receivable for the year-to-date;
- d) Mandated contractual adjustments;
- e) Administrative adjustments directed by the Operations Manager;
and
- f) Recovery on bad debts.

2) Cancellation Report / In-active Unattached Accounts

Contractor shall be prepared upon request to submit reports on accounts to be written off by the City. The Financial Manager will direct the Contractor on the criteria for write-offs, dates of service and format for reports. Criteria for write-off shall include but not be limited to the following reasons:

- a) Recipient account has remained uncollectible in excess of 36 months;
- b) Recipient account has a balance of \$9.99 or less;
- c) Cancellation directed by the Operations Manager during billing and collections.

Contractor shall code the accounts as submitted to the City for write-off. The code will be identified with a date for audit-trail purposes. Contractor will continue to keep these accounts on the system for a minimum of seven years or other term agreeable by the Contractor and the City. Any monies collected on charged-off accounts will be reported as "Recovery on Bad Debt."

ARTICLE V

Rights and Responsibilities of the City



- A) In order to assist Contractor in the performance of the service hereunder, City shall afford Contractor timely access to the Fire Department service information to be referred to Contractor.
- B) City shall strive to obtain complete and accurate service information.
- C) City shall make available to Contractor any third party coverage information in its possession, in order to facilitate third party billing.
- D) City shall notify Contractor on a timely basis of payments received by it on accounts referred to and processed by Contractor.
- E) City shall provide access to certain City records to assist in the verification of address and third party coverage information. Such records include, but are not limited to, tax records and other records which may be made available at the discretion of the Director. Contractor shall treat any such records as confidential and privileged and shall not release or divulge, or allow its employees to release or divulge, all or any portion of such records.
- F) City shall assist in resolving service complaints and will be the final authority in the resolution of same.
- G) The Financial Manager and Operations Manager shall assist Contractor in its dealings with any City department, agency or institutions as it relates to the billing and collections of municipal Fire Department service fees.
- H) At all reasonable times during the term of this Contract, City or its Director may have access to all books and records of Contractor in connection with this Contract and may conduct any audit of such books and records deemed necessary and proper by City or its Director. Contractor shall make all information related to this Contract available to City or its Director upon request.
- I) Representatives of City may, at all reasonable times during the term of this Contract, conduct reviews in person, of the operation of Contractor in connection with this Contract, with or without advance notice to Contractor, and Contractor shall assist in this review as requested by City's representatives.
- J) City reserves the right to contact any of the persons whose accounts have been referred to Contractor for billing or collection services to audit the representatives of Contractor as to payments made or not made by such persons or the demeanor of Contractor's personnel in dealing with such persons.
- K) City may direct Contractor to pursue legal action against any debtor or may pursue such action itself after notification of Contractor. Contractor shall not

institute any legal action pursuant to collection services related to this Contract without the express written direction of the City's attorney.

- L) Contractor shall provide to Director a copy of all non-privileged portions of any internal audit of Contractor.

ARTICLE VI

Payment

All fees to Contractor shall be paid pursuant to this Section. Contractor shall deposit any and all funds collected at Contractor's offices into the City's lock box account at City's depository bank. The City shall ensure that any and all funds received at City offices and through the lock box is deposited at City's depository bank daily or pursuant to the Lock Box Services Agreement with said bank.

Contractor shall submit to the Financial Manager a list of accounts collected during the prior collection month which will serve as support for its monthly fees.

Contractor shall submit to the Director, by the 10th working day of the month, a report of accounts collected during the prior collection month. This report will show funds collected by service month for twelve (12) months. After that report, it will be summarized on a calendar year basis. Accounts collected will be balanced and verified with a copy of the City's bank statement.

Contractor's fee for all services in connection with this Contract shall be as follows:

_____ percent (____%) of "Net Amount Collected" for the term of the contract. This fee shall be reduced to _____ percent (____%) after the successful implementation of a method to transmit service billing information electronically. Thereafter, or sooner, if service fees are raised by the City, the parties may negotiate the fee so as to maintain a profit margin for Contractor which is comparable to industry standards while maximizing returns for the City.

Director shall, promptly after submission, review and approve or disapprove all invoices and indicate approval by signing and transmitting them to Accounts Payable. After approval of monthly invoices, City shall pay Contractor the total amount approved by the 20th working day of the month the invoice was submitted,

Contractor shall determine whether a refund is warranted in a particular instance related to a service account and may determine, within its professional judgment, whether to issue a refund, but in no event later than sixty (60) days after notice of a claim for a refund. Contractor shall issue checks from its own bank account for any necessary refunds. Upon submission to the City of appropriate reasons for a refund, the



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City, if appropriate, shall reimburse Contractor for any refund that it makes. Such reimbursement shall be made in connection with the monthly invoices payment.

In the event that Contractor receives a single check for payment of a City referred account and for that of another client of Contractor, Contractor shall deposit the check to its corporate account and shall deposit into City's lock box account, City's portion in the form of a check drawn by Contractor and payable to City.

City shall have the right at all times to audit the amount claimed by Contractor to be due to it in accordance with Contractor's monthly invoice and the books and records of Contractor. In the event that some portion of a monthly invoice is not approved by City, City shall pay to Contractor the undisputed portion of the fee. City shall only be obligated to Contractor for those fees which it deems to be properly due and owing. City shall notify Contractor of any dispute in this regard and the reason for the dispute within thirty (30) days of discovery of the disputed information. Contractor shall have the opportunity to review the invoice and account records with City. City's decision as to its liability for payment of any disputed fees shall be final.

Any and all fees due to Contractor under this Contract shall be payable solely from the funds collected pursuant to this Contract. Contractor acknowledges and agrees that City's liability for any and all payments hereunder shall be limited by this provision. No other funds are or will be appropriated for the purpose of this Contract.

Contractor shall promptly respond to telephone or written inquiries by City regarding the activity or status of any referred account.

ARTICLE VII

Indemnification and Insurance

The indemnification and insurance provisions as specified in the RFP are set forth in Exhibit "A," attached hereto and incorporated herein for all purposes.

ARTICLE VIII

Miscellaneous Provisions

9.01 Address and Notice

Unless otherwise provided in this Contract, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "notice") herein provided and permitted to be given, made or accepted, by either party to the other must be in writing and may be given or be served by depositing the same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by hand delivering the same to any

responsible officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the United States mail in the manner hereinabove described, shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the expiration of three (3) days after it is so deposited.

Notice given in any manner other than that stated herein shall be effective only if and when received by the party to be notified. For the purpose of notice, the addresses of the parties are as follows:

City of San Angelo
72 West College Ave
San Angelo, Texas 76903

Attn:

--

Title:

--

Attn:

--

Title:

--

9.02 Acceptance and Approvals

Any acceptance or approval by City or its council members, agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of Contractor, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness of any reports, information or other documents prepared or services performed pursuant to the terms and conditions of this Contract, nor shall such acceptance or approval be deemed to be an assumption of such responsibility or liability by City or its council members, agents or employees for any defect, error or omission in any reports, information or other documents prepared or services performed by Contractor, its employees, agents, subcontractors or suppliers pursuant to this Contract.

9.03 Representations

Contractor represents that it and its employees, agents and subcontractors are fully competent and qualified to perform all the services required to be performed under this Contract. Contractor represents that it and its subcontractor(s) are experienced in the collection of delinquent and current accounts and that all services to be performed hereunder shall be of the highest professional quality.

9.04 Assignability

Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of City; provided, however, that claims for money due or to become due Contractor from City under this Contract may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.



9.05 Interest of Employees

- a. Contractor shall not, during the term of this Contract, hire or employ on either a full-time or part-time basis any person or persons so long as such person shall be employed by City.
- b. Contractor acknowledges the existence of the Charter of the City of San Angelo, and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Contractor based on related provisions of the Charter of the City of San Angelo. Contractor further acknowledges that state and federal law prohibits officers and employees of City agencies (such as City of San Angelo owned utilities and certain City boards and commissions) to contract with any partnership, corporation or other organization in which the officer or employee has an interest. Contractor certifies, and this Contract is made in reliance thereon, that neither it nor any person having an interest in this Contract is an officer or employee of the City of San Angelo or any of its agencies.

9.06 Interest of Contractor

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the property to which this Contract pertains or any portion therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

9.07 Ownership of Documents

All records, documents, working papers, calculations, drawings, plans, specifications and materials of every type used by or prepared by Contractor or its subcontractors pursuant to this Contract, whether or not delivered to City, are the property of City and shall be delivered to City upon the termination of this Contract or at City's request prior thereto. Both during the term of this Contract and after its termination, Contractor may not distribute or publish those materials or information derived from those materials without the prior written approval of City.

9.08 Findings Confidential

All of the reports, information, data, etc., prepared or assembled by Contractor under this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of City.

9.09 Commission Fees

Contractor covenants that it has not employed or retained any company or person (other than a full-time or bona fide employee working for Contractor) to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person (other than such full-time or bona fide employee) any gift, contribution, fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this Contract.

9.10 Members, Employees Not Liable

No member or employee of City shall be charged personally or held contractually liable by or to Contractor under any term or provision of this Contract or because of any breach thereof or because of its execution or attempted execution.

9.11 Records

Contractor shall maintain books, records, documents, and other evidence directly related to the performance of work under this Contract in accordance with accepted professional practice and appropriate accounting procedures and practices. Contractor shall also maintain the financial information and data used by Contractor in preparation or support of statements requesting payment. All of the documents shall be kept at least two (2) years after the final payment pursuant to this Contract, or as required by State law and the City's Records Retention Schedule.

9.12 Invalidity of Particular Provisions

If any provision of this Contract shall to any extent be held invalid, illegal or unenforceable, the remainder of this Contract shall not be deemed affected thereby.

9.13 Governing Law

Venue for this Contract shall be Tom Green County. The Contract shall be governed, construed and enforced in accordance with the laws of the State of Texas.

9.14 Amendments

No amendment, modification, or alteration of the terms of this Contract shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

9.15 Authority to Execute

The individuals executing this Contract warrant that they have full authority to execute this Contract on behalf of the entity for whom they are acting herein.



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL
FORCE AND EFFECT OF AN ORIGINAL, BUT BOTH OF WHICH TOGETHER SHALL
CONSTITUTE ONE INSTRUMENT, THIS **THE _____ DAY OF**
_____, 201__.

CITY OF SAN ANGELO

By: _____
Daniel Valenzuela, City Manager

By: _____

ATTEST:

ATTEST:

By: _____
Bryan Kendrick, City Clerk

By: _____
Printed Name: _____
Its: _____

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

By: _____
Brian Dunn, Fire Chief

By: _____
Theresa James, City Attorney