



FY24-087 Billing Emergency Services Emergicon/EmergiFire Supplier Response

Event Information

Number: FY24-087 Billing Emergency Services
Title: Billing for Emergency Services Cost Recovery- Fire Department
Type: Request For Proposal
Issue Date: 8/15/2024
Deadline: 9/9/2024 05:00 PM (CT)
Notes: Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery. Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, or facsimile bids will not be considered.

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

Contact Information

Contact: Karina L. Caballero
Address: Fire Department

616 E. Del Mar Blvd
Laredo, TX 78045
Phone: (956) 718-6011
Email: kcaballero@ci.laredo.tx.us

Emergicon/EmergiFire Information

Contact: Brent Irving
Address: 98 Hwy 205
Terrell, TX 75160
Phone: (972) 602-2060
Email: birving@emergicon.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Brent Irving
Signature

birving@emergicon.com
Email

Submitted at 9/9/2024 03:46:08 PM (CT)

Supplier Note

Thank you for the opportunity to partner with the City of Laredo.

Response Attachments

RFP FY24-087 Laredo Billing Emergency Services EMERGIFIRE.pdf

Please see the attached completed RFP for EMERGIFIRE fire billing cost recovery services. Thank you in advance for reviewing our submittal. Have a great week!

Bid Attributes

1 Award by Best Value

Proposal will be awarded based on evaluated criteria and to the bidder who provides the best value to the City of Laredo and who's proposed price and other factors have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

☒ I agree

2 Terms and Conditions Request for Proposals

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

GENERAL CONDITIONS Vendors are required to submit Proposals upon the following expressed conditions:

(a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.

(b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter

and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:

(a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx> If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

(d) Proposed delivery time must be shown and shall include business days.

(e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSALS

(a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.

(b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

(c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.

(d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.

(e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

(a) Vendor misstates or conceals any material fact in the proposal.

(b) Proposal does not strictly conform to the law or the requirements of the proposal.

(c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

(d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.

(e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION AND PROTEST PROCEDURE

(a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this

solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal. During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.

(b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III, 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

8.0 VENDOR DISCOUNTS

(a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) **ANNUAL SERVICE CONTRACT:** The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code.

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City

user department(s).

11.0 ENTIRE AGREEMENT

(a) All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers.

Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☒ I Agree to the Terms and Conditions

3 Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☒ I agree my insurance meets minumum requirements

4 Disqualification & Debarment Certification

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☒ I certify to the terms and conditions

5 Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☒ I have read and understand this section

6	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. <input checked="" type="checkbox"/> I have read and understand this section
7	Questionnaire Description "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid 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 request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct ".
8	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid <div style="border: 1px solid black; padding: 2px;">EMERGIFIRE, LLC. Brent Irving, Director of Client Development, 972-602-2060 ext. 551</div>
9	State how long under has the business been in its present business name <div style="border: 1px solid black; padding: 2px;">5 years</div>
10	If applicable, list all other names under which the Business identified above operated in the last five years <div style="border: 1px solid black; padding: 2px;">N/A</div>
11	State if the Company is a certified minority business enterprise The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
12	Questions Part 1 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? <div style="border: 1px solid black; padding: 2px;">1) No 2) No 3) No 4) No 5) No</div>
13	Questions Part 2 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? <div style="border: 1px solid black; padding: 2px;">1) No 2) No 3) No</div>
14	State if the Company is a certified minority business enterprise <div style="border: 1px solid black; padding: 2px;">This company is not a certified minority business</div>

1
5**Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from [http://www.ethics.state.tx.us/whatsnew/conflict forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.htm). The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

1
6**Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1
7**Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

1
8**Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

1
9**This is a**

2
0**Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

2
1**Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

2
2**Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

2
3

Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.

It applies to my business

2
4

Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

Sister Company: EMERGICON, LLC (EMS billing and collection services)

2
5

Question 5. List any individuals or entities that will be subcontractors on this contract

Not Applicable

2
6

Question 5. List any individuals or entities that will be subcontractors on this contract

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

2
7

Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract

Not Applicable

2
8

Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

2
9

Question 7. Disclosure of political contributions

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

3
0

Question 7. Disclosure of political contributions

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

3
1

Updates on contributions required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

3 2	Question 8. Disclosure of Conflict of Interest Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">I am not aware of any conflict of interest</div>
3 3	8. Disclosure of Conflict of Interest If you selected I am aware of conflict of interest in question 8, please list them in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
3 4	Question 9. Updates Required I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. <input checked="" type="checkbox"/> I have read and understand this section
3 5	Question 10. No Contact with City Officials or Staff during Contract Evaluation I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. <input checked="" type="checkbox"/> I have read and understand this section
3 6	Question 11. Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. <input checked="" type="checkbox"/> I have acknowledge that I have been advised
3 7	Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Brent Irving Director of Client Development EmergiFire, LLC September 9, 2024</div>
3 8	Question 12. Oath I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. <input checked="" type="checkbox"/> I swear or affirm information is correct

Bid Lines

1	The City of Laredo, is accepting sealed proposals from qualified vendors for Billing for Services for the Laredo Fire Department, subject to the Terms and Conditions and other contract provisions. REGULATIONS FOR ENTERING FORMAL PROPOSAL 1. QUALIFICATIONS Proposals are not considered from a company or vendor if the company is in bankruptcy, or
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in receiver's hands at the time of tendering a proposal or at the time of entering into a contract.

2. GENERAL

(A) The vendor will not be allowed to take advantage of any errors or omissions. The City reserves the right to: waive informalities in any proposal; to reject any or all proposals or portions of proposals; to accept any proposal, proposals, or portions of proposals deemed to be in the best interest of the City; and to negotiate or refuse to negotiate with any Vendor.

(B) Should there be any questions concerning these specifications, or the intent of these specifications, the prospective vendor can submit such questions on the section of Questions & Answers on Cit-E-Bid procurement system.

(C) These regulations, specifications, and invitation for proposals are deemed to be incorporated in the contract.

(D) The City reserves the right to award by item, or as a whole, or to reject any or all proposals.

(E) 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 the City.

(F) Ethics: The vendor shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Laredo.

(G) Exceptions / Substitutions: All proposals meeting the intent of this request for proposals will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposals. The absence of such a list shall indicate that the vendor has not taken exceptions and the vendor shall be responsible for performing in strict accordance with the specifications of the RFP. The City reserves the right to accept any and all or none of the exception(s) / substitution(s) deemed to be in the best interest of the City.

(H) Addenda: Any interpretations, corrections or changes to this RFP will be made by addendum through Cit-E-Bid procurement system. Sole issuing authority of addenda shall be vested in the City. Vendors shall acknowledge all addenda. (I) Proposals must comply with all federal, state, county, and local laws concerning these services.

3. METHOD OF TENDERING PROPOSAL

Bidders are strongly encouraged to submit their proposals electronically through use of Cit-E-Bid or in person - hand delivery.

Mailed proposals (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

Hand delivered proposals may be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 **until 5:00 P.M. on September 9, 2024** and all proposals received will be opened and publicly acknowledged **at 10:00 AM on September 10, 2024.**

4. LAWS AND ORDINANCES The vendor must show proof of its incorporation in the State of Texas or of its certification to do business in the State of Texas. The vendor shall comply with the laws of the State of Texas and the Charter and ordinances of the City in force, or which may hereafter be adopted.

5. PROTECTION OF WORK AND PROPERTY The vendor shall continuously maintain adequate protection of all its work from damage and protect the City's property and all adjacent property from injury arising in connection with the form of agreement.

6. PATENT INFRINGEMENT The vendor shall agree to indemnify and save harmless the City, its servants, agents and employees from any and all suits or action at law or in equity, which may hereafter be brought against them or either of them, for or on account of the infringement or alleged infringement of any patent or patent rights upon or pertaining to any of the articles described herein.

7. TAXES Proposals shall not include any state tax, as municipalities of State Texas are not subject to this tax. No Federal Tax of any kind shall be included unless the Federal Law specifically levies such tax.

8. PAYMENT Payment will be made based on monthly deposits of the items collected, as invoiced by the successful vendor and accepted by the City. The City will only remit payments for actual collection of funds

stimulated by the agency.

9. FAILURE TO COMPLY WITH REQUIREMENTS Upon failure to comply with the requirements or specifications, the City shall have the right to reject such proposals, the form of agreement, and either award the form of agreement to an alternate vendor meeting the requirements and specifications or re-advertise same.

10. PROJECT DESCRIPTION The City of Laredo is seeking a Billing for Services provider to begin or enhance cost recovery for fire and rescue efforts. The City believes that the cost of providing emergency fire/rescue services should be borne by the individuals involved and their insurance companies. The cost of emergency fire/rescue services rendered should be borne by the individual's auto insurance, and/or other insurance providers.

11. NARRATIVE The project being undertaken by this RFP is to secure the professional services of an outside agency to assist in the recovery of emergency fire/rescue responses and extrication services provided by the City of Laredo Fire Department during the a motor vehicle accident. The successful proposals should address forms and procedures to be used by first responding units, procedures necessary for submitting claims to winning bidder, procedures outlining full accountability and tracking of all claims, and remittance procedures to the City. The proposals will be evaluated on the basis of ease of integration with current City procedures and policies. Also to be considered will be the bidder's technical ability and knowledge of all laws and regulations as they apply to the City.

12. GOALS/OBJECTIVES • Recover cost for services provided as allowed by City Ordinance. • Develop a working relationship with a creditable service provider. • Provide a seamless method for cost recovery. • Provide for cost recovery without diminishing the integrity of the City of Laredo. • Provide for a systematic and standard recovery process.

13. SCOPE OF SERVICES

- a. A detailed proposal for rescue cost recovery will be delivered to the City for consideration.
- b. The effectiveness of the cost recovery and the competence of the agency will be successfully demonstrated to the City.

14. EVALUATION CRITERIA

Selection Process

Based on the Evaluation Committee or outside Consultant's review, it is expected that several firms may be short-listed for further consideration, and may be required to submit supplemental information. Additionally, after review of the findings of the committee or the outside consultant, firms may be required to make a formal public presentation before the selection committee.

The City's obligation for performance of this proposal is contingent upon the availability of funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this informal bid becomes null and void.

In determining the **best value** for the City of Laredo the following factors shall be considered in accordance with the corresponding weights, in evaluating the proposals:

A. Cost of Service (20 points)

The NET cost of providing the recovery service. This will be determined by evaluating the services that can be billed by the agency and measured against the recovery rate of the agency for the various services in comparison to the City's actual run volume. This will include any and all additional costs, fees or expenses (reports, phone calls, faxes, etc.) for which the agency would seek payment or a fee.

B. Ability to Bill for a Range of Incidents (25 points)

The City will evaluate the various incidents the vendor can bill for and their respective recovery rate for all the billable services.

C. Competence, Personnel, Qualifications and Experience (30 points)

The agency must satisfactorily demonstrate an understanding of the scope and objective of this project, as well as a high level of competence in the provision of recovery services, based on service capabilities. The

management and personnel assigned to this project have experience in the provision of revenue recovery.

D. Quality of References (15 points)

Does the vendor have any partnerships, affiliations, or is endorsed by known agencies in the fire service?

E. Miscellaneous (10 points)

Other services may include working with Fire Department staff as needed in establishing billable services, fire record interpretation, and training plans for staff

Percentage Rating for Point Method

%	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
10	Very Poor to Unsatisfactory	
20	Very Poor	Meets elements of some criteria minimally.
30	Poor to Very Poor	
40	Poor	Meets some criteria at minimum acceptable level.
50	Average to Poor	
60	Average	Adequately meets most criteria.
70	Good to Average	
80	Good	Exceeds minimum criteria.
90	Very Good	Provides benefits to the entity in addition to all required criteria.
100	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

Evaluation Form (Example)

Section	Criteria	Max Points	Weighted %	Points x Weight
I	Pricing for Services Provided (24.1)	40	40%	16.0
II	Firms Qualifications, References, & Previous Experiences (23.2)	20	50%	10.0
III	Ability to Address RFP Requirements Project Timeline (23.3)	30	60%	18.0
IV	Qualifications of Staff (23.4)	10	70%	7.0
Total Score				51.00

15. LEVEL OF COMMITMENT The City is not committed, by virtue of this request for proposal, to award a contract for services, or to pay costs incurred in the preparation of any proposal. Proposals submitted in response to this RFP become the property of the City, however, the City guarantees that the confidentiality of the proposals so submitted will be preserved as far as possible under existing law.

16. RESERVATION OF RIGHTS It is understood the City of Laredo reserves the right to reject any or all proposals as it shall deem to be in the best interest of the City, or to negotiate any point in the proposals or subsequent contract. Further, the City reserves the right to cancel this request for proposals, either in part or in full, and to inspect the premises of the agency before awarding a contract. Receipt of any proposals shall under no circumstances obligate the City of Laredo to accept the lowest dollar proposal. The award of this contract shall be made to the responsible bidder, whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals.

17. DISCLOSURE STATEMENT A disclosure statement must be provided by any firm that was ever found guilty of violating any laws, rules or regulations relating to insurance claims recovery by a court or Federal or State agency, or was eve in any litigation related to insurance claims recovery.

18. TERM OF CONTRACT This contract for insurance claim recovery services will be for an initial two (2) year

period term, with an option to renew (2) additional one (1) year period term to be negotiated with the selected agency. This contract is subject to annual performance review. The City may cancel contract at any time, upon providing the company with sixty-days (60) advance notice in writing.

19. SPECIFICATIONS FOR ENTERING PROPOSALS

1. These specifications are considered by the City as most desirable, but alternate proposals equal to or substantially complying with these specifications are invited and shall be considered whenever such action is in the best interest of the City/County. These variances shall be stated in detail either on the bid sheet, where applicable, or on a separate sheet of paper.
2. Companies shall submit descriptive literature and any other data pertinent to their proposals.
3. The City will review all proposals

20. SUBJECT OF PROPOSALS: The successful agency will provide Run Submission methods and will use them to produce and submit invoices to various insurance companies for insurance recovery. A complete accounting of claims which are uncollectible shall be included in all reports.

1. Vendor must have the ability to bill for Fire Calls for Service.
2. The contract award shall be for an initial period of two (2) years, with an annual performance review and the option to renew for two (2) one (1) year periods to be negotiated with selected firm.
3. Company shall provide training options at the inception of the program and regular follow-up training for new hires and/or to rectify issues, questions, or any other concerns.
4. Company shall provide the name, address, contact person, and telephone number of at least three (3) other cities for which similar services have been provided.
5. Failure to follow proposal specifications shall be reason for rejection of any bid proposal.

21. VENDOR PROPOSAL REQUIREMENT Vendor to confirm or answer each question below in the formal proposal. Sections shall be separated by criteria below for ease of reference.

a) Describe the fees that would be charged by your firm to provide insurance recovery service. The fees should be stated as a flat percentage of funds collected, or as a flat rate per account, plus any additional charges or expenses for which your firm would expect to be reimbursed.

List ALL ADD-ON FEES (fees for phone calls, fees for faxes, fees for reports, etc.).

b) Describe the NET amount you would estimate would be recovered by utilizing all the various services you could bill for in relation to the City's actual run volume.

c) Proposals shall include any optional, additional or recommended cost recovery services.

d) Vendor shall confirm (yes/no) if offers billing for following services:

- 1. Fluid-based MVA (with fluid spills)
- 2. Non-fluid-based MVA (without fluid spills)
- 3. Vehicle Fires
- 4. Structure Fires
- 5. Marine Vessel Fires
- 6. Water Incidents
- 7. Hazmat Incidents (other)
- 8. Special Rescue Incidents
- 9. False Alarms

e) Vendor shall submit its' average collection percentage rate for each of the services for which it provides billing.

f) Vendor will supply a list of current clients utilizing their services.

g) Vendor shall bill responsible parties at rates approved by the City of Laredo Fire Department, established under City Ordinance and approved by the Common Council.

h) In the event of a dispute, the vendor will provide a report on claims and disputes.

i) Vendor will provide 24/7 access to records and reports.

- j) Vendor must confirm to having a password-secured website that supports secure claim submission over the Internet and which allows authorized personnel to view reports related to the claims i.e., "account aging" and "payments received".
- k) Vendor website shall have a minimum of two levels of security access. One level for Run Sheet submission and a higher level for viewing/downloading reports.
- l) Vendor will provide on-line electronic file lookup and be able to accept information from the City/County via email, fax, or from an electronic format.
- m) Vendor will provide reports and data exports on any data fields.
- n) Can the contractor collect the monies, make the deposits, and forward to the City/County the NET amount (after their fee) in order to lower the administration costs to the City/County, or is the City/County required to complete the tasks above and then pay the contractor their fee?
- o) Vendor will describe the security measures used and provide adequate assurances of safeguards of the confidentiality of records.
- p) Vendor will mail all checks to the City of Laredo on or before the 7th of each month for all billable runs/invoices received the prior month. If requested by the City of Laredo, vendor will make direct electronic deposits into the City/County's designated bank account.
- q) Vendor will provide complete and accurate transcription of records.
- r) Vendor will provide communications only to the designated City representative(s) for the Client.
- s) Vendor will allow local, on-sight inspections of records and deposits by designated City personnel and/or City external audit firm.
- t) Vendor will provide a live webinar-based training for administrative personnel on the system setup and procedures as well as provide customer service and training to the City staff regarding billing questions, fielding of complaints, setup of files and report run assistance.
- u) Vendor will have knowledge of fire service terminology in order to field billing customer complaints and assist City staff.
- v) Does the vendor require the City/County to purchase any products it sells or represents in order to provide the billing service at the rates quoted?

22. DISQUALIFICATIONS OF PROPONENTS: Although not intended to be an exhaustive list of causes for disqualifications, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a proponent and the rejection of a proposal:

- Evidence of collusion among contractors
- Lobbying of City/County Council Members, Mayor, or Staff
- Lack of competency as availed by either financial statements, experience or equipment statements as submitted, or other factors 25.

23. Award of Contract

The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. **There will be one primary vendor and one secondary for this contract.** If the primary contract vendor is unable to respond in the allotted time without notification, City of Laredo shall then have the right to contract the secondary vendor to address the problem.

Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time,

price."

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

Total:

Item Notes: Vendor has the option to enter your fees in percentage or amount.
This section (line #1) is for percentage.
Monthly percentage rate for billing services.
Please add on supplier notes any additional information on your rates.
If you will provide amount fees instead of percentage, go to line item #2 and place a 0 in this section (line #1).

Supplier Notes:

2 This section is for amount (fees).

Monthly Flat Rate for Billing Services.

If you already responded on percentage sections, please input a 0 in this section (line #2).

Please add on supplier notes any additional information on your rates.

Quantity: 1 UOM: MONTHLY Price: Total:

Response Total: \$0.00



EMERGIFIRE
emergency response billing

**Response to
RFP FY24-087 Billing Emergency Services
Billing for Emergency Services Cost Recovery – Fire Department**

City of Laredo



Submittal Deadline: Monday, September 9, 5:00 p.m. CT

Submitted by:

Brent Irving, FSCEO, EMT-P
Director of Client Development
EMERGIFIRE, LLC
P.O. Box 181839
Dallas, TX 75128
birving@emergicon.com
972-602-2060 ext. 551

Submitted to:

Karina L. Caballero
Fire Department
City of Laredo
616 E. Del Mar Blvd
Laredo, TX 78045
956-718-6011
kcaballero@ci.laredo.tx.us

Cover Letter

September 6, 2024

Karina L. Caballero
Fire Department
City of Laredo
616 E. Del Mar Blvd
Laredo, TX 78045
956-718-6011
kcaballero@ci.laredo.tx.us

Re: Billing Emergency Services, RFP FY24-087

Dear Ms. Caballero:

Please accept the enclosed proposal in response to the Laredo Fire Department's RFP for Billing for Emergency Services Cost Recovery. EMERGIFIRE, LLC, is a Texas-based company whose sole business is to provide fire and hazmat billing and collection services. We would embrace the opportunity to enhance cost recovery for your fire and rescue efforts. We share your conviction that the cost of providing emergency fire/rescue services should be borne by insurance providers, and we cover all aspects of such cost recovery services.

EMERGIFIRE was founded to help service providers throughout Texas improve their collections while maintaining compliance. We serve as a true partner with nearly 70 clients throughout the state. We manage documentation, compliance, and changes in the law as well as payer relationships—far beyond a simple billing role. Many billing companies become complacent over time, but we maintain an unwavering focus on bettering the business practices of our clients and the lives of those whom they serve.

Compared to our competitors, we devote more resources to the aspects of fire and hazmat billing that genuinely make a difference: payer research and claims follow-up. Most billing companies cut corners on key aspects of their service, either by outsourcing functions overseas or by relying too heavily on technology and attempting to automate payer research and claims follow-up. Such shortcuts result in poor outcomes, namely higher write-offs, poor cash collections, and dissatisfied clients. EMERGIFIRE's key to success lies in our commitment to conducting payer research that gets the bill to the correct payer with complete and accurate information, and following up every 30 days on open claims. We rely on a team of human claims reviewers—not computers—to read response documentation, ensure that every claim and payer response is complete and accurate, and pursue each of those claims for maximum reimbursement.

Our clients readily attest to our commitment to providing the highest level of service and striving for cash collections. Our proven processes help service providers gain previously unrealized revenue streams. Our exclusive focus on Texas allows us to specialize in the nuances of Texas billing and collections. At the same time, our local presence allows us to know and interact with the clients we serve personally.



We have read and understood the RFP and Q&A posted in the portal, and we are prepared to deliver the full scope of work with only minor exceptions to the requirements as noted in our enclosed proposal.

Thank you in advance for considering our proposal. Please consider me to be the primary point of contact for any questions. We hope to speak with you soon to discuss EMERGIFIRE's qualifications and ability to partner with the City of Laredo Fire Department.

Sincerely,

Brent Irving

Brent Irving, FSCEO, EMT-P
Director of Client Development
birving@emergicon.com
972-602-2060 ext. 551

Contents

Cover Letter	1
About EMERGIFIRE	4
20. Subject of Proposals	6
Ability to Bill for Fire Calls for Service.....	6
Contract Period.....	11
Training Program	11
References	12
Proposal Specifications.....	12
21. Proposal Requirements	13
a) Fees	13
b) Projection of Net Collections	13
c) Optional, Additional or Recommended Cost Recovery Services	14
d) Confirmation of Billing for Specific Services	15
e) Average Collection Percentage.....	15
f) List of Current Clients	17
g) Laredo-Approved Rates.....	20
h) Reports on Claims and Disputes.....	20
i) Access to Records and Reports	20
j) Password-Secured Website	20
k) Security Access	20
l) Electronic Format.....	21
m) Reports and Data Exports.....	21
n) Payment Arrangements	23
o) Security and Confidentiality.....	23
p) Bank Deposits.....	23
q) Transcription of Records	24
r) Communication with the City	24
s) Inspection of Records and Deposits.....	24
t) Training for City Personnel.....	25
u) Knowledge of Fire Service Terminology	25
v) No Obligation to Purchase Additional Products	25
Forms.....	26
Appendix A: Sample Ordinance.....	35



About EMERGIFIRE

EMERGIFIRE is a Dallas-based provider of fire and hazmat response billing services to municipalities and Emergency Services Districts throughout Texas. Our sister company, EMERGICON, is the largest EMS billing company in Texas, serving nearly 200 clients throughout the state. While working with Texas EMS providers, many of them fire-based, EMERGICON's leadership team identified an opportunity to support fire and hazmat service providers with an additional revenue stream to help combat the effects of tightening budgets and rising costs—and thus EMERGIFIRE was founded. Today, EMERGIFIRE serves nearly 70 Texas service providers, and the firm continues to grow and acquire new customers every year.

Founded in 2019, EMERGIFIRE handles all aspects of account management, including coding, billing, payment posting, accounts receivable follow-up, and compliance. Our mission is to serve first responders so they can serve their communities. Now in our fifth year of business, EMERGIFIRE provides best-in-class fire and hazmat response billing services, as evidenced by (1) our growing roster of clients, many of whom are referrals, and (2) our 98% client retention rate.

We believe in doing one thing and doing it better than any of our competitors. One of EMERGIFIRE's distinguishing features is our commitment to work with service providers only in the state of Texas. A national provider of fire and hazmat response billing services would struggle to provide a comparable level of quality of service, knowledge, and experience to the City/County of Laredo. As a Texas-based billing company, EMERGIFIRE is uniquely prepared to improve collections while providing exceptional service.

We deliver significant, measurable results year after year, and we attribute our success to the following competitive advantages:

- **We are experts in Texas fire and hazmat response billing and collections.**
As a Dallas-based company, **EMERGIFIRE speaks Texan.** Our Texas-based employees are experts in Texas fire and hazmat response billing because we serve only Texas providers. Each state has its own rules regarding billing for emergency services, so by specializing in Texas, we ensure full familiarity with the intricacies of requirements within Texas. We draw on this expertise to avoid improperly filed claims and optimize our clients' reimbursements and collections.
- **We rely on a team of human claims reviewers—not computers.**
We devote more resources to the aspects of fire and hazmat response billing that genuinely make a difference: payer research and claims follow-up. Most fire and hazmat response billing companies cut corners on key aspects of their service, either by outsourcing functions overseas or by relying too heavily on technology and attempting to automate payer research and claims follow-up. Such shortcuts result in poor outcomes, namely higher write-offs, poor cash collections, and dissatisfied clients. EMERGIFIRE's success lies in our ability to avoid such mistakes. EMERGIFIRE's highly qualified staff is committed to conducting payer research that gets the bill to the correct payer with complete and accurate information and following up every 30 days on open claims. We employ humans—not computers—to read and code NIFRS charts, ensure that every claim and payer response is complete and accurate, and pursue each of those claims for maximum reimbursement.



- **We provide superior service and transparency.**

Our nearly 70 clients across the state of Texas continue to be our best referral source. They attest to our commitment to the highest level of service and strong cash collections. We provide monthly reports that reflect the work done by our team. Each client works with their own dedicated representative, who is familiar with their client setup and the claims being processed.

The graphic below summarizes why EMERGIFIRE is the best partner for Laredo.



EMERGIFIRE
emergency response billing

Proven Process





20. Subject of Proposals

SUBJECT OF PROPOSALS: The successful agency will provide Run Submission methods and will use them to produce and submit invoices to various insurance companies for insurance recovery. A complete accounting of claims which are uncollectible shall be included in all reports.

At EMERGIFIRE, we believe in getting it right the first time. Our clients depend on our team's collective experience in emergency response billing to secure reimbursement effectively. We make sure our clients get the best rate of reimbursement possible and that they enjoy the best customer service along the way. EMERGIFIRE maximizes collections for clients while remaining compliant with all federal, state, and local laws. We review each fire and hazmat response report and then bill the claim based on the documentation of the incident. We are committed to accountability and transparency, with a full suite of reports available to our clients 24/7.

Ability to Bill for Fire Calls for Service

1. Vendor must have the ability to bill for Fire Calls for Service.

EMERGIFIRE has established a strategic process that guides our billing team in managing each step. This includes systematically pulling new incidents for billing from your RMS, submitting claims to insurance, and diligently following up on previously submitted claims.

Four-Step Approach to Billing Claims

EMERGIFIRE's four-step approach to billing claims focuses on accuracy the first time the bill is sent with targeted follow-up. Accuracy is a key component of great billing, from documentation in the field, to capturing the correct insurance payer, to assessing fees in accordance with the City's fee schedule and billing practices. Based on our experience and ongoing analysis, we believe we have the best billing process that focuses on maximizing collections.

EMERGIFIRE uses several tools to ensure that we have correct and current insurance information for each fire and hazmat response. A common mistake of response billing agencies is to rely on the parties involved to provide insurance information, but this is problematic for a number of reasons. By reviewing insurance information for accuracy, we can better reduce the risk of human error during a time of emergency.

Step One

EMERGIFIRE works to bill all claims as quickly as possible. The EMERGIFIRE billing process begins as soon as the response report is made available to our team. Response reports are either manually pulled or automatically imported by EMERGIFIRE personnel from the client's RMS system. EMERGIFIRE does not require clients to use or maintain any additional software or hardware.

Step Two

Your EMERGIFIRE representative reads the response report, conducts research to find any missing information that would hinder the reimbursement process, and bills the claim based on the City-established fee schedule. Your EMERGIFIRE representative also tracks the types of missing information and provides feedback, education, and training to help improve future documentation.



Step Three

Claims receive follow-up through our accounts receivable processes. If the claim is denied, your EMERGIFIRE representative makes the appropriate appeal in pursuit of collections. In our experience, insurance adjusters don't consistently respond to the initial payment request, so EMERGIFIRE has implemented consistent follow-up to ensure a response is received from the adjuster.

Step Four

Payments can be processed via check, ACH, or credit card. Once payment is received, it is collected by EMERGIFIRE and posted to your account for inclusion in the monthly remittance. EMERGIFIRE handles the processing of any overpayments.

EMERGIFIRE is always willing to respond to the discretion or authority of the City to reduce a bill to avoid an inequitable charge or in the course of reasonably settling a dispute or claim.

On the following pages, we present sample billing notices/invoices, which we will customize for the City as needed.

**EMERGIFIRE**
emergency response billing**MVA LEVEL 1 WITH CHIEF RESPONSE****EmergiFire LLC**
PO Box 181839
Dallas, TX 75218-8839Invoice# 00-00000000
Date: BILL DATE
Incident Date: DATE OF INCIDENT
Location: SAMPLE LOCATION
Tax ID: 00-00000

Emergfire is a billing service working on behalf of local fire departments for the services they provide. We are presenting this claim under the Liability portion of your policy holder's auto policy for cost recovery for our client's services performed at the scene of the incident on the above-referenced date of loss.

Please see attached documents for detailed services provided.

Bill To:		Insured:	
INSURANCE COMPANY		AT-FAULT PARTY	
Apparatus:	Rate:	Time:	Total
SAMPLE DEPARTMENT E1	\$811.25	.50	\$405.63
SAMPLE DEPARTMENT CHIEF 1	\$464.63	.50	\$232.32
SAMPLE DEPARTMENT E2	\$746.35	.50	\$373.18
			Total: \$1,011.13

Payments accepted by phone, mail or online at:www.emergifire.com

For billing questions or to pay by phone please call: (833) 245-5347 Option 2

Thank you for your prompt payment!

**EMERGIFIRE**
emergency response billing**MVA WITH EXTRICATION AND
LANDING ZONE****EmergiFire LLC**

PO Box 181839

Dallas, TX 75218-8839

Invoice# 00-00000000

Date: BILL DATE

Incident Date: DATE OF INCIDENT

Location: SAMPLE LOCATION

Tax ID: 00-00000

Emergifire is a billing service working on behalf of local fire departments for the services they provide. We are presenting this claim under the Liability portion of your policy holder's auto policy for cost recovery for our client's services performed at the scene of the incident on the above-referenced date of loss.

Please see attached documents for detailed services provided.

Bill To:		Insured:	
INSURANCE COMPANY		AT-FAULT PARTY	
Apparatus:	Rate:	Time:	Total
SAMPLE DEPARTMENT E1	\$811.25	1.25	\$1,014.06
SAMPLE DEPARTMENT L2	\$932.20	1.25	\$1,165.25
RESPONSE REQUIRED USE OF HEAVY EXTRICATION TOOLS	\$2,436.70	FLAT FEE	\$2,436.70
LANDING ZONE SET-UP	\$744.88	FLAT FEE	\$744.88
			Total: \$5,360.89

Payments accepted by phone, mail or online at:www.emergifire.com

For billing questions or to pay by phone please call: (833) 245-5347 Option 2

Thank you for your prompt payment!

**EMERGIFIRE**

City of Laredo
RFP FY24-087 Billing Emergency Services
Cost Recovery – Fire Department

**EMERGIFIRE**
emergency response billing**STRUCTURE FIRE**

EmergiFire LLC
PO Box 181839
Dallas, TX 75218-8839

Invoice# 00-00000000
Date: BILL DATE
Incident Date: DATE OF INCIDENT
Location: SAMPLE LOCATION
Tax ID: 00-00000

Emergfire is a billing service working on behalf of local fire departments for the services they provide. We are presenting this claim under the Liability portion of your policy holder's auto policy for cost recovery for our client's services performed at the scene of the incident on the above-referenced date of loss.

Please see attached documents for detailed services provided.

Bill To:		Insured:	
INSURANCE COMPANY		AT-FAULT PARTY	
Apparatus:	Rate:	Time:	Total
SAMPLE DEPARTMENT E1	\$746.35	1.50	\$1,119.52
SAMPLE DEPARTMENT BRUSH 1	\$746.35	1.50	\$1,119.52
SAMPLE DEPARTMENT L2	\$932.50	1.50	\$1,398.75
SAMPLE DEPARTMENT TANKER1	\$932.50	1.50	\$1,398.75
			Total: \$5,435.29

Payments accepted by phone, mail or online at:

www.emergifire.com

For billing questions or to pay by phone please call: (833) 245-5347 Option 2

Thank you for your prompt payment!

Contract Period

2. The contract award shall be for an initial period of two (2) years, with an annual performance review and the option to renew for two (2) one (1) year periods to be negotiated with selected firm.

Acknowledged and understood.

Training Program

3. Company shall provide training options at the inception of the program and regular follow-up training for new hires and/or to rectify issues, questions, or any other concerns.

Onboarding begins as soon as contracts are signed and executed. Our implementation timeline typically requires only 10 to 15 business days for clients who are responsive during the onboarding process, provide EMERGIFIRE with the necessary information about their operations, and have an established fire and hazmat response billing ordinance and fee schedule in place. If the City needs to establish those items, onboarding can take longer.

The onboarding period includes the following:

- Official welcome email, which includes quick guides and requirements
- Introductory call to review departmental information and questions
- Technical system connection
- Reviews of tools (quick guides and trainings provided), systems for sharing information (ShareFile) and reports

EMERGIFIRE provides all new clients with an EMERGIFIRE representative who will serve as your primary point of contact.

After the first 30-day period, you will have access to end-of-month reports that cover your full billing income and claims. We will continually review and analyze your finances to ensure you are optimizing your claims and reimbursement capability.

For additional details about training, please refer to page 25.

References

4. Company shall provide the name, address, contact person, and telephone number of at least three (3) other cities for which similar services have been provided.

We recommend that the City contact the following clients for reference purposes. We will provide additional references upon request.

The following client information is CONFIDENTIAL and PROPRIETARY and must not be disclosed to third parties without the explicit, written permission of EMERGIFIRE.

Agency Client	Contact Information	Contract Dates
Bellaire Fire Department 5101 Jessamine St Bellaire, TX 77401	Deacon Tittle, Fire Chief 713-662-8201 dtittel@bellairetx.gov	2019–Present
La Marque Fire Department 5715 Texas Ave, La Marque, TX 77568	David Merryman, Fire Chief 409-938-9261 d.merryman@cityoflamarque.org	2023–Present
Reeves County ESD 1 2269 Ocotillo Drive Pecos, TX 79772	Ronald Lee, Assistant Chief 432-448-0107 rlee@reevescounty-esd.com	2021–Present
Santa Fe Fire & Rescue 13112 Highway 6 Santa Fe, TX 77510	Anthony Pearson, Deputy Chief 409-925-7331 a.pearson@santafefire.com	2021–Present
Victoria Fire Department 1703 E Airline Rd Victoria, TX 77901	George Gamez, Fire Chief 361-485-3460 ggamez@victoriatx.gov	2019–Present

We also invite you to read what our clients have said about EMERGICON's ability to help agencies increase reimbursements and better serve citizens through better EMS collections programs. Testimonials are available at emergicon.com/why-emergicon/reviews-testimonials.

Proposal Specifications

5. Failure to follow proposal specifications shall be reason for rejection of any bid proposal.

Acknowledged understood. EMERGIFIRE has made its best efforts to follow the proposal specifications presented in the RFP.



21. Proposal Requirements

21. VENDOR PROPOSAL REQUIREMENT Vendor to confirm or answer each question below in the formal proposal. Sections shall be separated by criteria below for ease of reference.

a) Fees

Describe the fees that would be charged by your firm to provide insurance recovery service. The fees should be stated as a flat percentage of funds collected, or as a flat rate per account, plus any additional charges or expenses for which your firm would expect to be reimbursed. List ALL ADD-ON FEES (fees for phone calls, fees for faxes, fees for reports, etc.).

EMERGIFIRE proposes a commission of eighteen percent (18.0%) of cash collections for fire and hazmat billing services. The sample ordinance in Appendix A presents our mitigation rates, and we can add on fees on a case-by-case basis (e.g., fire blanket for EV fires).

In addition, we charge a 3% fee for all credit card transactions.

EMERGIFIRE does not request reimbursement for any expenses or stipulate a minimum claims amount.

Please note that a discounted commission rate will become available if the City of Laredo chooses to use the EMS billing and collection services of our sister company, EMERGICON, in the future.

b) Projection of Net Collections

Describe the NET amount you would estimate would be recovered by utilizing all the various services you could bill for in relation to the City's actual run volume.

Projecting revenue is difficult due to several variables:

- **Insurance Carriers and Plans:** The diversity of insurance carriers and plans affects billing outcomes. Carriers and plans have different reimbursement rates and criteria, making it challenging to project revenue accurately.
- **Documentation:** Accurate and thorough documentation is crucial for maximizing reimbursement. Proper documentation not only ensures compliance but also plays a key role in appealing denied claims. Inadequate documentation can lead to reduced or denied payments.
- **Billing Decisions:** The scope of services billed for impacts revenue. For example, a City decision to bill only for commercial fires and not for residential fires would affect the total revenue.
- **Response Plans:** The specific details of response plans, such as whether a block apparatus or Battalion Chief is assigned to a call, can impact the billing and revenue. Different response levels may have different billing rates and implications for reimbursement.

Given these factors and the lack of detailed City data, we cannot provide a precise projection at this time. We would appreciate the opportunity to conduct a comprehensive review of the City's



billing policies, response plans, and documentation practices in order to develop more accurate revenue projections.

c) Optional, Additional or Recommended Cost Recovery Services

Proposals shall include any optional, additional or recommended cost recovery services.

Beyond the core services described in this proposal, EMERGIFIRE provides many value-added services to help our clients continually improve their fire and hazmat billing programs and better serve their communities:

Education, Training, and Compliance Audits

- **Documentation Training and References** – Based on our experience billing for fire and hazmat responses, we have developed tools and training to help our clients educate their crews so that the time spent on documentation during a response can be as efficient and effective as possible. We provide training and documentation during the onboarding process and as needed if we see a trend or upon the request of the City. Please note that we deliver training virtually, but not in person.
- **Compliance Audits** – As each claim is pulled for billing, the EMERGIFIRE team reviews your runs and provides the requisite training to help your team correct and avoid documentation-related mistakes so that you can get money in the door faster. We'll work with your team to optimize your fire and hazmat billing practices.

Industry Analyses and Insights

- **Fee Schedule Evaluations** – Every agency can set its own fees for services, but are your fees where they need to be? We offer a regional comparison of best practices, so you'll know what agencies of similar size and location are charging.

Specialized Services

- **County Council and ESD Board Presentations** – If your agency is slated to present to your county council or emergency services district board, we're happy to conduct analyses, prepare presentations, and even co-present with you.

Texas-Owned, Texas-Based

- **Texas-focused** – We speak Texan! Located in Texas, EMERGIFIRE specializes in Texas and serves only clients in Texas.
- **Local account managers** – Each client has a local account manager who can assist in county council meetings, budget planning, and more. We currently have account managers for North Texas, Southeast Texas, and Southwest Texas.
- **No outsourcing** – We never outsource our services, so you will *always* speak to someone in Texas, every time you call.

Service and Support

- **Service for Clients of All Sizes** – We work with service providers throughout Texas, regardless of size. No agency is too big or too small!
- **Hotline** – With our dedicated client hotline, you can reach a manager at any time during business hours.
- **Support** – With a dedicated email address, you can send in questions or concerns at any time, and we respond quickly.

In addition, our sister company, EMERGICON, provides comprehensive services for EMS billing and collection services, which may be of interest to Laredo in the future.

d) Confirmation of Billing for Specific Services

Vendor shall confirm (yes/no) if offers billing for following services:

Service	EMERGIFIRE Response
1. Fluid-based MVA (with fluid spills)	Yes
2. Non-fluid-based MVA (without fluid spills)	Yes
3. Vehicle Fires	Yes
4. Structure Fires	Yes
5. Marine Vessel Fires	Yes
6. Water Incidents	Yes
7. Hazmat Incidents (other)	Yes
8. Special Rescue Incidents	Yes
9. False Alarms	Yes

e) Average Collection Percentage

Vendor shall submit its' average collection percentage rate for each of the services for which it provides billing.

Collection percentage rates are easily manipulated and therefore not a good indicator of a vendor's abilities. We are unable to provide specific percentage rates at this time due to the variability among the agencies we work with (see *Section b) Projection of Net Collections* on page 13 for an explanation). Each agency has different insurance carriers and plans, which significantly impacts collection rates. Collection percentages are also influenced by the quality of documentation provided and each agency's response models. For example, poor documentation is correlated with greater denials and may affect EMERGIFIRE's ability to appeal successfully, which skews the collection rates.

The following table presents EMERGIFIRE's data regarding the types of claims, number of claims for each type, amount collected, and average paid per claim for the first eight months of 2024. Please note that these are not all the claims billed out or in the appeal process; rather, they are the ones that have paid.



The following client list is CONFIDENTIAL and PROPRIETARY and must not be disclosed to third parties without the explicit, written permission of EMERGIFIRE.

Type of Claim (Jan – Aug 2024)	Number of Claims	Amount Collected	Average per Claim
Business Claim*	9	\$17,728.06	\$1,970
Business Claim, MVA	1	\$600.00	\$600
Business Claim, Hazmat, Gas Leak	1	\$250.00	\$250
Business Claim, MVA, Spill	2	\$6,702.22	\$3,351
Car Fire	5	\$8,300.50	\$1,660
Commercial Vehicle Fire	2	\$10,148.40	\$5,074
Commercial, Accident	1	\$1,013.98	\$1,014
MVA	34	\$27,518.15	\$809
Extrication	2	\$19,089.19	\$9,545
Fire, House	1	\$500.00	\$500
Fire, Commercial	1	\$99,124.34	\$99,124
Gas Leak	1	\$700.00	\$700
Hazmat, Gas Leak	3	\$26,400.00	\$8,800
MVA, Spill	19	\$13,966.71	\$735
MVA, Spill, Crash Report	4	\$2,295.91	\$574
Vehicle Fire	1	\$1,750.00	\$1,750
Hazmat	29	49614.84	\$1,711
Inspections	1,303	\$102,980.00	\$79
Total	1,419	\$388,682.30	\$138,246

* “Business Claim” is not to be confused with billing a commercial business. These are commercial policies.

We are confident in our approach and the effectiveness of our reporting tools. We pursue accurate and thorough documentation to maximize revenue recovery, and we have robust processes for preventing and mitigating denials. Our business model focuses on maximizing revenues for our clients. We also share detailed denial reports that provide insights into the reasons for denials and the steps taken to address them.

**f) List of Current Clients**

Vendor will supply a list of current clients utilizing their services.

EMERGIFIRE serves nearly 70 Texas fire and hazmat service providers, regardless of size, and our company continues to grow and acquire new customers every year. We consistently maintain an exceptional record of performance and a 98% client retention rate.

The following client list is CONFIDENTIAL and PROPRIETARY and must not be disclosed to third parties without the explicit, written permission of EMERGIFIRE.

- | | | |
|----------------------|-------------------------------|---------------------------|
| • Amherst VFD | • Hardin Co | • Montgomery County ESD 4 |
| • Anna | • Harrison Co ESD 3 | • North Hood County VFD |
| • Balch Springs | • Hartley VFD | • Palmview Fire Dept |
| • Bellaire | • Hawkins | • Pipe Creek VFD |
| • Bells | • Holliday VFD | • Quinlan |
| • Bergheim VFD | • Hopkins County Fire Dept | • Reeves Co ESD 1 |
| • Bonham | • Howe | • Rendon |
| • Brinker VFD | • Humble | • Richardson |
| • Celina | • Joshua | • Rowlett Fire Dept |
| • Chappell Hill VFD | • Keene | • Santa Fe |
| • Clarksville | • Kennedale | • Skellytown |
| • College Station | • Krum | • Somervell |
| • Comal County ESD 3 | • La Marque FD | • Southeast |
| • Concan VFD | • La Salle County Fire Rescue | • Sulphur Springs |
| • Coppell | • Lake Cities | • Taft VFD |
| • Crowley | • League City | • Victoria |
| • Devine VFD | • Mims VFD | • Watauga |
| • Everman | • Mineral Wells | • Westlake |
| • Ferris | • Mission | • Wolfforth |
| • Flatonia | | |
| • Frankston | | |
| • Georgetown | | |

On the following pages, we present a short case study of one of our clients, the Bergheim Volunteer Fire Department (BVFD). A 650% annual call increase over 15 years presented a significant challenge for this 100% volunteer fire department, which then chose to partner with EMERGIFIRE to obtain additional funds. Upon receiving the first payment from EMERGIFIRE's efforts, BVFD was able to cover the yearly costs of a new set of Self-Contained Breathing Apparatus (SCBAs).

"This partnership gave us another avenue to obtain funds. Without EMERGIFIRE, we would be fighting and grinding harder. We don't worry about how much cash we'll get in the future because it depends on the incidents we respond to. But knowing that somebody is working to obtain any possibility of money for us is what makes the difference."

– Adam Hawkins, Fire Chief, Bergheim Volunteer Fire Department

Additional case studies are available on the EMERGIFIRE (emergifire.com) and EMERGICON (www.emergicon.com) websites.



Bergheim Volunteer Fire Department

CASE STUDY



FIRST CHECK EQUALS NEW EQUIPMENT

Upon receiving the first payment from EMERGIFIRE's efforts, the Bergheim Volunteer Fire Department covered the yearly costs of a new set of Self-Contained Breathing Apparatus (SCBAs).

Chief Adam Hawkins
Bergheim Volunteer Fire Department

650% ANNUAL CALL INCREASE IN 15 YEARS

Bergheim is a small community in eastern Kendall County, near San Antonio. Although named after its station location, the Bergheim Volunteer Fire Dept. operates beyond the community's limits. The agency is responsible for emergency responses in a 58-square-mile area, including Highway 46, which intersects the city. Since 2008 when BVFD first opened their doors, the region has experienced exponential growth. The department that started answering only 58 calls per year and serving 3,500 residents is now responding to as many as 386 calls with 12,000 residents, according to data from 2021.

Led by Fire Chief Adam Hawkins, BVFD relies on its 24 volunteers to respond to the community's high call volume. "We have a pretty good mix of calls. Most places are probably heavier on EMS, but we have a higher average of fire calls than most departments," says Chief Hawkins.

The development of the area and the increased number of calls resulted in some financial challenges. As a 100% volunteer fire department, Bergheim relies solely on citizens' donations and limited funding from the local government. "We appreciate what they give us, but it's barely enough to cover basic operating expenses. The way our funds worked, there was no way to replenish it."

Finding a solution to the financial challenges was crucial. **"We have to grow with our community. We're starting to get a lot more commercial and bigger buildings. For us to be able to cover that, there are equipment needs. Just to keep up with current equipment and bunker gear is hard because the county does not necessarily pay for that."** This reality forced the department to create new strategies to meet their needs.

CLIENT
SINCE
2023

LAUNCHED
FIRE
BILLING

100%
VOLUNTEER
FIRE DEPT.

FIRST
PAYMENT
COVERED
SCBA
ANNUAL LOAN



Bergheim Volunteer Fire Department

CASE STUDY

A CUSTOMIZED SOLUTION

Through EMERGIFIRE, Chief Hawkins learned that BVFD had an unexplored opportunity to obtain additional funds. "We never had fire billing before. We looked at it a while ago but were rejected by the company because we didn't have enough billable calls for them. EMERGIFIRE treated us completely differently, and when the team explained the deal to us, there wasn't a downside to it." According to Chief Hawkins, convincing the board members to approve EMERGIFIRE was easy as they quickly realized that this was the solution to resolve BVFD's financial needs so they could better support their growing community.

With the partnership, BVFD started to receive extra money without putting in any extra work. "All we have to do is submit reports from our incidents, something that we complete regardless. After that, the reimbursement process is painless for us. We don't deal with any bureaucracy or timelines required by insurance companies."

The department also customized the contract to their taste. "Our biggest concern was not to bill the residents who donate money to help us keep the doors open. EMERGIFIRE's team knew our needs. They pointed out opportunities, and we signed a contract completely personalized to our reality."



IMPACT WITHIN THE FIRST CHECK

The first payment received from EMERGIFIRE's efforts had a significant impact on BVFD expenses. "In our first check, we got over \$6,000. And that was very beneficial because it covered the costs of a whole new set of SCBAs for the year," Chief Hawkins explained.

SCBA means "Self-Contained Breathing Apparatus," a type of mask firefighters use to combat fires. These devices provide an autonomous supply of breathable gas in an atmosphere that is dangerous to life or health. Each air pack costs an average of \$10,000 and lasts about ten years. To buy a new set of SCBAs, BVFD had to finance \$78,000, resulting in payments of \$6,000 per year. "This is a costly piece of equipment that we must have. Receiving that first check was a relief because we knew that payment was handled. And any other money we receive can be invested in other needed areas."

"This partnership gave us another avenue to obtain funds. Without EMERGIFIRE, we would be fighting and grinding harder. We don't worry about how much cash we'll get in the future because it depends on the incidents we respond to. But knowing that somebody is working to obtain any possibility of money for us is what makes the difference."



Photos credit: City of Bergheim, Texas

g) Laredo-Approved Rates

Vendor shall bill responsible parties at rates approved by the City of Laredo Fire Department, established under City Ordinance and approved by the Common Council.

Acknowledged and understood. EMERGIFIRE will comply. Please note that we are prepared to guide the City in developing appropriate fire service fees, including the creation of an ordinance or resolution if needed. We have established mitigation rates that are based off the FEMA rates, and we have shared a sample ordinance (including those rates) in Appendix A.

h) Reports on Claims and Disputes

In the event of a dispute, the vendor will provide a report on claims and disputes.

The difference between good billing and great billing, assuming everything else is equal, is consistent follow-up. EMERGIFIRE never accepts a denial or partial payment without reaching out to the payer for clarification. To ensure accurate and timely review of claims, we employ humans—not computers—to read and code response reports, ensure that every claim and payer response is complete and accurate, and pursue each of those claims for maximum reimbursement. We carefully review all claim payments, explanations of benefits, remittance advice, denials, low-pays, and no-pays.

All retrieval and charge-back requests are detailed in our end-of-month reports. If no funds are received in a given month, we will contact the City prior to disseminating the reports, letting you know that a balance is owed for a charge-back. Denials are worked within the same month as when they are received.

i) Access to Records and Reports

Vendor will provide 24/7 access to records and reports.

EMERGIFIRE provides clients with 24/7 access to their EOM reports through ShareFile. Authorized City/County representatives will receive login credentials and may use this system to view current reports for a set time period.

j) Password-Secured Website

Vendor must confirm to having a password-secured website that supports secure claim submission over the Internet and which allows authorized personnel to view reports related to the claims i.e., “account aging” and “payments received”.

EMERGIFIRE confirms that it has a password-secured website for claim submission and report viewing. The City can view, access and audit reports in a secure, password-protected online portal via ShareFile. ShareFile access will be granted during onboarding along with training.

k) Security Access

Vendor website shall have a minimum of two levels of security access. One level for Run Sheet submission and a higher level for viewing/downloading reports.

EMERGIFIRE will comply. We will export and extract billable runs as per the onboarding call, where Laredo has indicated certain runs to be billable. These runs will be securely kept within



our VPN, which is protected with the security measures required by our sister company for EMS billing, EMERGICON.

Two Levels of Security Access: Our website will have a minimum of two levels of security access: one for Run Sheet submission, and a higher level for viewing and downloading reports. This structure will safeguard sensitive information and ensure appropriate access control.

Data Protection: All data, including billable runs, will be handled with the utmost care to maintain confidentiality and integrity. Our system adheres to strict compliance standards, including local, state, and federal regulations, as well as HIPAA and PHI guidelines.

I) Electronic Format

Vendor will provide on-line electronic file lookup and be able to accept information from the City/County via email, fax, or from an electronic format.

The City/County will submit reports to the NIFRS reporting system. EMERGIFIRE will provide you with a ShareFile login to access the end-of-months reports for your agency. Once you receive your login credentials, you can use them to securely access and download the reports at your convenience.

m) Reports and Data Exports

Vendor will provide reports and data exports on any data fields.

EMERGIFIRE provides complete transparency and full recordkeeping for all services performed, including invoicing, statements, fee collections, and remittance. We maintain documentation of all services performed and all financial data. The City can view, access and audit this information in a secure online portal via ShareFile.

The City will have access to raw data as well as standard and custom reports. In addition, EMERGIFIRE provides monthly close reports that are available by the 5th business day of the month. These monthly reports comprise the following:

- A/R Detail
- Charge Detail
- Invoice Detail
- Write-off Detail
- Denied Detail

As an extra layer of accountability and review, your EMERGIFIRE representative can prepare strategic recommendations designed to increase cash collections. Our strategic recommendations go beyond reporting what has been and allow us to bring insights and industry knowledge to strengthen future performance.

Customizable reports will be made available upon request at no additional charge. We typically provide reports as PDF files to ensure the content remains static, giving clients peace of mind that the data has remained unedited. We will provide reports in additional formats (e.g., XLS, PPT, CSV) upon request at no additional charge.



Below we present sample reports for the City's review. As noted above, customizable reports will be made available upon request at no additional charge.

The **Charge Detail Report** provides a snapshot of all claims that were billed to insurance during that month.

**EMERGIFIRE**
emergency response billing**Charge Detail**

SAMPLE CITY Fire Department									
2024-02-01 through 2024-02-29									
Incident Date	Invoice Date	Claim #	Invoice #	Responsible Party Information	Company	Billed To	Invoice Sent Via	Amount Billed	
2024-01-31	2024-02-27		98573330 99-0000	THOMAS SHARP				\$1,933.20	
Total of Invoices:								\$1,933.20	

The **AR Detail Report** provides a breakdown of all claims billed that are currently pending with insurance.

**EMERGIFIRE**
emergency response billing**AR Detail**

SAMPLE CITY Fire Department									
2024-01-01 through 2024-01-31									
Incident Date	Invoice Date	Claim #	Invoice #	Responsible Party Information	Company	Billed To	Invoice Sent Via	Amount Billed	
2022-01-08	2022-04-08		186225 99-0001	DUSTIN SCHNEIDER		LEXISNEXIS	Emailed	\$812.68	
2022-03-08	2022-04-05		111415 99-0002	DAVID VAUGHAN		ASPEN INSURANCE	Faxed	\$1,646.60	
2022-03-30	2022-08-18		2519215 99-0003	TREY RING		THE GENERAL	Emailed	\$2,512.00	
2022-04-27	2022-07-06		4833 99-0004	MELISSA OVERSTREET		ALLSTATE	Faxed	\$1,069.96	
Total of Invoices:								\$33,728.92	

The **Invoice Detail Report** lists all payments received during the month along with a breakdown of fees. The report also shows money due to EMERGIFIRE as well as the total fee charged.

**EMERGIFIRE**
emergency response billing**Invoice Detail**

SAMPLE CITY Fire Department														
2024-01-01 through 2024-06-31														
Incident Date	Transaction Date	Claim #	Invoice #	Responsible Party Information		Company	Current Payer	Payment Type	Check #	Amount	Fee %	Fee		
2023-08-28	2024-01-04		123456 99-0001	KELLY CHADWICK			AMICA	CREDIT CARD		\$629.42	15%	\$94.41		
2023-09-02	2024-01-26		24680 99-0002	LENORA NELSON			TEXAS FARM BUREAU	CHECK	710263316	\$432.08	15%	\$64.81		
Total Billed Pending w/ Insurance			\$17,515.36		Total payments posted to patient accounts:						\$3,061.50		Total Fees:	\$159.23
								Monies Received by EmergiFire:		\$1,061.50				
								Total Received:		\$1,061.50				
								Fees:		\$159.23				
								SubTotal:		\$902.28				
								Due to Client:		\$902.28				

The **Write-Off Detail Report** compiles a list of invoice that have regrettably been determined to be unpayable by insurance. This does not show a balance left unpaid by insurance.

**EMERGIFIRE**
emergency response billing**Write-Off Detail**

Sample Fire Department										
Incident Date	Invoice Date	Claim #	Invoice #	Responsible Party Information	Company	Billed To	Invoice Sent Via	Status	Denial Reason	Amount Billed
2021-11-08	2021-11-29	1002454	99-001	DANIEL HERNANDEZ		BILLED NON RESIDENT	Mailed	Write Off		\$776.20
2021-11-26		34564	99-002	Guillermo Cruz				Write Off		\$0.00
2021-11-30	2022-01-11	157689M	99-003	Clayton McKnight		NATIONWIDE	Emailed	Write Off		\$638.46
2021-12-12	2022-01-11	99-004	99-004	Myra Rivera		BILLED NON RESIDENT	Mailed	Write Off		\$1,263.52
2021-12-24	2022-01-12	648454784	99-005	Rudy Flores		ALLSTATE	Emailed	Write Off	96 - Services do not fall	\$594.00
Total of Invoices:										\$9,139.20



The **Denied Detail Report** presents both denied and appealed invoices.



Denied Detail										
SAMPLE CITY Fire Department										
Incident Date	Invoice Date	Claim #	Invoice #	Responsible Party Information	Company	Billed To	Invoice Sent Via	Status	Denial Reason	Amount Billed
2022-08-06	2022-09-13		3456 99-321			KEMPER	Email	Appealed	96 - Services do not fall u	\$578.82
2022-08-09	2022-08-22		260353 99-322			STATE FARM	Email	Appealed	20 - Insured not at fault/	\$477.62
2022-10-09	2022-11-21		773223 99-323	NICHOLAS LITHERLAND		ALLSTATE	Email	Appealed	96 - Services do not fall u	\$3,039.24
2022-10-30	2022-11-29		795222 99-324	SOFTLAND BULLARD		LIBERTY MUTUAL	Email	Appealed	31 - No coverage under s	\$1,442.92
2022-12-22	2023-01-03		29240 99-325	ERICA MADONNE		GEICO	Email	Appealed	16 - No denial reason pr	\$823.26
2023-03-06	2023-03-20		960312 99-326	IRAN VAZQUEZ		ALLSTATE	Email	Appealed	96 - Services do not fall u	\$884.98
2023-03-29	2023-04-21		895174 99-327	ALLISON ROUSSEL		ALLSTATE	Email	Appealed	96 - Services do not fall u	\$467.50
2023-03-29	2023-04-21		280367 99-328	TINA FAHLING		STATE FARM	Email	Appealed	16 - No denial reason pr	\$2,750.00
2023-03-30	2023-04-21		516680 99-329	TAMMYREID		ALLSTATE	Email	Appealed	96 - Services do not fall u	\$740.78
2023-04-25	2023-09-15		104499 99-330	LEONAR SALAS		FALCON INS	Email	Appealed	31 - No coverage under s	\$669.90
Total of Invoices:										\$11,875.02

n) Payment Arrangements

Can the contractor collect the monies, make the deposits, and forward to the City/County the NET amount (after their fee) in order to lower the administration costs to the City/County, or is the City/County required to complete the tasks above and then pay the contractor their fee?

Yes, EMERGIFIRE can handle these tasks to reduce the administrative burden on the City/County. EMERGIFIRE prefers for its commission to be applied to the reimbursement received and deducted from the total cash collections before payment is remitted to the City. We will not invoice the City; rather, we will deduct our commission from the cash collected. This will be indicated on the Invoice Detail Report shown on page 22.

o) Security and Confidentiality

Vendor will describe the security measures used and provide adequate assurances of safeguards of the confidentiality of records.

EMERGIFIRE does not actually handle protected information, given that all the data can be obtained through an open records request with the City. Nevertheless, to ensure data security, EMERGIFIRE requires that all patient information be sent using an encrypted form of communication. This includes HTTPS, S/FTP, SSH, and TLS 1.1+, although other encrypted protocols are also acceptable. We will provide additional details about our secure data transfer protocols upon request.

EMERGIFIRE complies with all applicable federal, state, and local laws and regulations as they apply to the services being provided, including maintaining confidentiality for all medical and patient information per the Health Insurance Portability and Accountability Act of 1996.

p) Bank Deposits

Vendor will mail all checks to the City of Laredo on or before the 7th of each month for all billable runs/invoices received the prior month. If requested by the City of Laredo, vendor will make direct electronic deposits into the City/County's designated bank account.

EMERGIFIRE will not comply with this requirement; instead, we propose an alternative procedure that streamlines the payment process and eliminates the need for mailed checks:



- **Payment Timing:** We close our books on the 5th business day of each month. Monies for all cash collected and invoices from the prior month will be ACH/direct deposited into the City of Laredo's designated bank account on or before the 15th of each month.
- **Direct Deposit:** EMERGIFIRE's approach obviates the need for checks to be mailed, ensuring quicker and more efficient transactions.

We are willing to accommodate any requests for direct electronic deposits, and we will coordinate with your designated bank account or finance department as necessary.

q) Transcription of Records

Vendor will provide complete and accurate transcription of records.

EMERGIFIRE will comply. Please refer to the sample invoices and sample reports presented within this proposal.

r) Communication with the City

Vendor will provide communications only to the designated City representative(s) for the Client.

Acknowledged and understood. EMERGIFIRE will comply by providing communications only to the designated City representative(s).

EMERGIFIRE's rotation-based system ensures all our clients receive equal attention and priority, both in the process of pulling reports and in our communication with insurance companies.

The City's first point of contact will be the dedicated Account Manager focused on establishing two-way communications between the City and EMERGIFIRE. The EMERGIFIRE Manager, as part of the dedicated Account Team, guides the City throughout the onboarding process. When onboarding is completed, the EMERGIFIRE team focuses on supporting agency with strategic recommendations for growth. Additionally, we will meet your needs by answering questions and fulfilling requests.

Clients can reach any member of their Account Team via our toll-free phone number (833-245-5347) or email (support@emergifire.com). The Account Team is responsible for understanding client needs, coordinating with the appropriate subject matter experts within EMERGIFIRE, and providing the requested information as quickly as possible.

Customer service representatives are available from 8:00 a.m. to 5:00 p.m. CT. We respond to telephone calls, voicemail messages, and service requests within one business day.

s) Inspection of Records and Deposits

Vendor will allow local, on-sight inspections of records and deposits by designated City personnel and/or City external audit firm.

Acknowledged and understood. EMERGIFIRE will comply with all reasonable requests for on-site inspections of records and deposits.



t) Training for City Personnel

Vendor will provide a live webinar-based training for administrative personnel on the system setup and procedures as well as provide customer service and training to the City staff regarding billing questions, fielding of complaints, setup of files and report run assistance.

EMERGIFIRE will provide all the requisite training for key City personnel as part of the initial onboarding. We provide training via Microsoft Teams and/or Zoom. We provide this training and documentation during the onboarding process and as needed if we see a trend or upon the request of the City.

After onboarding, the City will benefit from our ongoing training and service. We routinely reach out to clients to ensure there are no outstanding questions or concerns, and we offer additional training and resources for our clients as needed at no additional cost. We continually strive to keep our clients informed about best practices and regulatory changes related to EMS, fire, and hazmat billing. Learn the latest by visiting our blog at <https://emergicon.com/resources/blog>.

u) Knowledge of Fire Service Terminology

Vendor will have knowledge of fire service terminology in order to field billing customer complaints and assist City staff.

EMERGIFIRE strongly encourages and invests in ongoing education and training for staff members, ensuring they have expertise in the fire service terminology needed for our work. We frequently send staff members to the Texas EMS Conference, Texas EMS Alliance, ESO Wave, and NAAC's abc360 conference so that we can stay abreast of best practices and developments in the industry. Many of our staff members are certified by the National Academy of Ambulance Compliance (NAAC).

In addition, EMERGIFIRE and its sister company, EMERGICON, are a member of the Texas EMS Alliance, the Texas Fire Chief's Association, and the American Collectors Association International. We are also a bonded collection agency (#5245495) in the State of Texas.

v) No Obligation to Purchase Additional Products

Does the vendor require the City/County to purchase any products it sells or represents in order to provide the billing service at the rates quoted?

No, EMERGIFIRE does not require that the City/County purchase any additional products. The fees quoted on page 13 are all inclusive; no additional fees apply.



Forms

Conflict of Interest Questionnaire (CIQ)
Non-Collusive Affidavit Form
Form 1295- Certificate of Interested Parties
Supplier Information form

Please refer to the completed form on the following pages.

The vendor must show proof of its incorporation in the State of Texas or of its certification to do business in the State of Texas.

We present EMERGIFIRE's Certificate of Formation on the following pages.

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

EmergiFire, LLC

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.

City of Laredo

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.

N/A

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

Brent Irving

Signature of vendor doing business with the governmental entity

September 5, 2024

Date

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says:

That he/she is Brent Irving
(a Partner or officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

Brent Irving

Signature of:

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

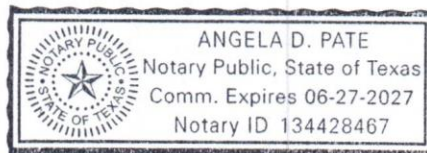
Subscribed and sworn before me this 5th day of Sept. 20 24.

APate

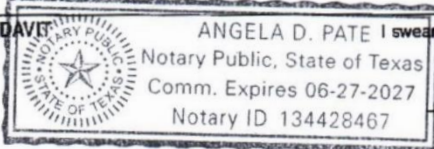
Notary Public

My commission expires:

6/27/27



**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <div style="text-align: center;">Emergicon, LLC Terrell, TX United States</div>			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <div style="text-align: center;">City of Laredo, Texas Fire Department</div>			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. RFP FY 24-087 Billing for Emergency Services Cost Recovery - Fire Department			
4 Name of Interested Party		City, State, Country (place of business)	
Nature of Interest (check applicable)		Controlling Intermediary	
EmergiFire, LLC		Terrell, TX United States	
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 AFFIDAVIT ANGELA D. PATE I swear or affirm, under penalty of perjury, that the above disclosure is true and correct. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> </div> <div style="width: 50%;"> <div style="text-align: center;"> <u>Brent Irving</u> Signature of authorized agent of contracting business entity </div> </div> </div> <p>Sworn to and subscribed before me, by the said <u>Brent Irving</u>, this the <u>5</u> day of <u>September</u>, 20<u>24</u>, to certify which, witness my hand and seal of office.</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%;"> <u>aPate</u> Signature of officer administering oath </div> <div style="width: 30%;"> <u>AngelaD. Pate</u> Printed name of officer administering oath </div> <div style="width: 30%;"> <u>Notary Public</u> Title of officer administering oath </div> </div>			
ADD ADDITIONAL PAGES AS NECESSARY			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015

City of Laredo Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 (956) 794-1731 Fax (956) 790-1805 or E-mail mpescador@ci.laredo.tx.us
Page 20 of 23

Supplier Information

Company Name: EMERGIFIRE, LLC

Contact Name: Brent Irving, FSCEO, EMT-P, Director of Client Development

Address: P.O. Box 181839; Dallas, TX 75128

98 Hwy 205 Terrell, TX 7516

Phone: 972-602-2060 ext. 551

Fax: 800-353-2196

Email: birving@emergicon.com

Supplier Notes

Please accept the enclosed proposal in response to the Laredo Fire Department's RFP for Billing for Emergency Services Cost Recovery. EMERGIFIRE, LLC, is a Texas-based company whose sole business is to provide fire and hazmat billing and collection services. We would embrace the opportunity to enhance cost recovery for your fire and rescue efforts. We share your conviction that the cost of providing emergency fire/rescue services should be borne by insurance providers, and we cover all aspects of such cost recovery services.

By submitting your response, you certify that you are authorized to represent and bind your company.

Brent Irving
Print Name

Brent Irving
Signature



Office of the Secretary of State

February 19, 2019

Capitol Services Inc
P O Box 1831
Austin, TX 78767 USA

RE: EmergiFire, LLC
File Number: 803240693

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure



Office of the Secretary of State

CERTIFICATE OF FILING OF

EmergiFire, LLC
File Number: 803240693

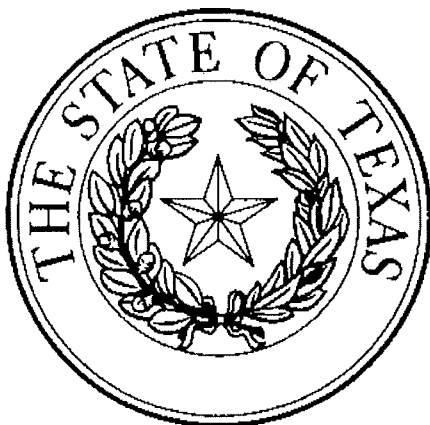
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/15/2019

Effective: 02/15/2019



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley
Secretary of State

**CERTIFICATE OF FORMATION
OF
EMERGIFIRE, LLC**

**FILED
In the Office of the
Secretary of State of Texas**

FEB 15 2019

Corporations Section

I, the undersigned, acting as the organizer of a filing entity being formed as a limited liability company (the “*Company*”) under the Texas Business Organizations Code (the “*TBOC*”), do hereby adopt the following Certificate of Formation for the Company:

ARTICLE ONE

The name of the Company is “EmergiFire, LLC”.

ARTICLE TWO

The type of filing entity being formed is a limited liability company.

ARTICLE THREE

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the TBOC.

ARTICLE FOUR

The street address of the initial registered office of the Company is 8176 Barbaree Blvd. Dallas, Texas 75228 and the name of its initial registered agent at such address is Christopher Pace Turner.

ARTICLE FIVE

The name and address of the sole organizer of the Company is as follows:

<u>Name</u>	<u>Address</u>
Jacob A. Krysiak	2950 N. Harwood Street, Suite 2100 Dallas, Texas 75201

ARTICLE SIX

The limited liability company will not have managers. The company will be governed by its members, and the name and address of its initial member is set forth below.

<u>Name</u>	<u>Address</u>
Christopher Pace Turner	8176 Barbaree Blvd. Dallas, Texas 75228

ARTICLE SEVEN

This document shall become effective upon its filing with the Secretary of State of the State of Texas.

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: February 13, 2019

/s/ Jacob A. Krysiak
Jacob A. Krysiak, Organizer



Appendix A: Sample Ordinance

Please refer to our Sample Ordinance on the following pages.

ORDINANCE NO: _____

AN ORDINANCE ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED FOR THE CITY OF OR TOWN OF OR VILLAGE OF OR FPD (NAME).

WHEREAS, the emergency and non-emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

WHEREAS, the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

WHEREAS, raising real property tax to meet the increase in service demands would not be fair when the responsible party(s) should be held accountable for their actions; and

WHEREAS, the City Council of the XXX desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines; Now, Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE XXX:

SECTION 1: The XXX shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in “EXHIBIT A”. The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in “EXHIBIT A”, which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

SECTION 2: A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3: The fire department’s City Council may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

SECTION 4: It is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Ordinances of the City Council.

SECTION 5: This Ordinance shall be effective immediately upon its passage and adoption as permitted by law.

SECTION 6: The Mitigation Rates lists in Exhibit A will increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

Passed: _____
Signature

Approved _____
Signature

VOTE ON PASSAGE: ____ Yea ____ Nay ____ Abstain

Attest: _____
Clerk

I, _____ Secretary to the **Council**, do hereby certify that the foregoing Ordinance No. _____ was duly published in the _____, a newspaper of general circulation in the **City or Town** on the ____ day of _____, 2____; and I further certify the compliance with the Codified Ordinances and the laws of the State of **Name**, pertaining to Public Meetings.

Clerk

EXHIBIT A

MITIGATION RATES

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

MOTOR VEHICLE INCIDENTS

Level 1 - \$506.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$576.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$704.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, TIC use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,520.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$465.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE

Engine billed at \$466 per hour.

Truck billed at \$582 per hour.

Miscellaneous equipment billed at \$341.

HAZMAT

Level 1 - \$816.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,913.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 - \$6,875.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$336.00 per HAZMAT team.**

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$466 per hour.

Truck billed at \$582 per hour.

Miscellaneous equipment billed at \$341.

FIRE INVESTIGATION

Fire Investigation Team - \$321.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES

Assignment - \$466.00 per hour, per engine / \$582.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$466.00 per hour, per engine / \$582.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS**Level 1**

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident.

Billed at \$466 plus \$58 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$932 plus \$58 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,334 plus \$58 per hour per rescue person, plus \$117 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$466 for the first response vehicle plus \$58 per rescue person. Additional rates of \$466 per hour per response vehicle and \$58 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$290 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

Engine billed at \$466 per hour.

Truck billed at \$582 per hour.

Miscellaneous equipment billed at \$341.

GAS LEAKS (Natural)

LEVEL 1

(Natural Gas Leak Outside Without Fire)

Description: Minimal danger to life, property, and the environment, leak typically for mechanical damage to a meter or pipe.

Actions: Evacuate immediate area, notify gas company, evaluate hazards including exposures, environment, vehicular traffic etc. Conduct fence line monitoring to determine control zones. Remove ignition sources from the area, consider non-intervention strategy, if offensive tactics selected, ensure proper PPE, respiratory protection, thermal protection, and tactics are utilized.

Assignment - \$466.00 per hour, per engine / \$582.00 per hour, per truck

LEVEL 2

(Natural Gas Leak Outside with Fire)

Description: Moderate danger to life, property, and the environment, leak typically caused from mechanical damage with nearby operating equipment (car, backhoe, etc) causing a fire.

Actions: Evacuate immediate area, notify gas company, protect hazards from fire damage, do not extinguish the fire unless directed to do so by the gas company, consider water supply options.

Assignment- \$748 per hour, per engine / \$58 per hour, per rescue person.

LEVEL 3

(Natural Gas Leak inside Structure)

Description: Significant danger to life, property, and the environment, leak is typically difficult to identify and locate.

Actions: Evacuate building and nearby structures, notify gas company, position apparatus away from the structure, attempt to control gas where it enters the building, ventilate the building (using intrinsically safe methods), remove ignition sources from inside but shutting off power on the outside of the structure.

Assignment- \$932 per hour, per engine / \$58 per hour, per rescue person.

FIRE MARSHAL INSPECTION AND PERMITTING FEES

a) Fire Marshal Inspections.

- 1) Certificate of Occupancy - \$60.00.
- 2) Temporary Certificate of Occupancy - \$60.00.
- 3) After Hours Inspections (after 5:00 p.m. or on weekend)
 - i. \$150.00 per hour for first two hours.
 - ii. \$50.00 per hour for each additional hour beyond the first two hours.

b) Fire Protection Systems.

- 1) 1-10 devices - \$75.00.
- 2) 11-25 devices - \$100.00.
- 3) 26-100 devices - \$200.00.
- 4) 101-200 devices - \$275.00.
- 5) 201-500 devices - \$500.00.
- 6) Per device for each device over 500 - \$1.00.

c) Fire Sprinkler Systems.

- 1) Underground- \$150.00.
- 2) Aboveground, 1-19 heads - \$75.00
- 3) Aboveground 20-100 heads - \$100.00.
- 4) Aboveground, 101-300 heads - \$200.00.
- 5) Aboveground 301-1,000 heads - \$400.00.
- 6) Per head/or each over 1,000 heads - \$1.00.
- 7) Fire Pump, additional - \$150.00.

d) Access Control.

- 1) 1-10 Doors - \$75.00.
- 2) 11-25 Doors - \$100.00
- 3) 26-100 Doors - \$200.00.
- 4) 101-200 Doors - \$275.00
- 5) 201-500 Doors - \$500.00.
- 6) Per device for each device over 500 - \$1.00.

e) Fire Alarm System Permits.

- 1) Residential Permit Fee - \$50.00 annually.
 - i. This residential fee shall be waived if a burglar alarm permit fee has already been paid.
- 2) Non-Residential Permit Fee - \$100.00 annually.

f) False Alarm Billing Fee (Residential).

- 1) The first three (3) false alarm calls within a twelve (12) month period are free of charge.
- 2) The fee for the fourth (4th) and fifth (5th) false alarm calls within a twelve (12) month period is \$75.00 per call.
- 3) The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is \$250.00 per call.
- 4) The fee for the eighth (8th) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is \$500.00 per call.

g) False Alarm Fee (Non-Residential).

- 1) The first three (3) false alarm calls within a twelve (12) month period are free of charge.
- 2) The fee for the fourth (4th) and fifth (5 th) false alarm calls within a twelve (12) month period is \$150.00 per call.
- 3) The fee for the sixth (6th) and seventh (i h) false alarm calls within a twelve (12) month period is \$500.00 per call.
- 4) The fee for the eighth (8th) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is \$1,000.00 per call.

h) Fire Marshal Annual Inspection Fee.

- 1) 1 - 1,500sq.ft. - \$50.00 annually.
- 2) 1,501 - 3,000 sq. ft. - \$55.00 annually.
- 3) 3,001 - 5,000 sq. ft. - \$60.00 annually.
- 4) 5,001 - 10,000 sq. ft. - \$65.00 annually.
- 5) 10,001 - 25,000 sq. ft. - \$70.00 annually.
- 6) 25,001 - 50,000 sq. ft. - \$75.00 annually.
- 7) 50,001 - 75,000 sq. ft. - \$80.00 annually.
- 8) 75,001 - 100,000 sq. Ft. - \$100.00 annually.
- 9) 100,001 - 200,000 sq. ft. - \$120.00 annually.
- 10) 200,001 sq. ft. and greater - \$280.00 annually.

i) Hazardous Materials Annual Permit (includes flammable/combustible liquids).

- 1) Powders and Solids
 - i. 1,000 lbs. and less - \$25 .00
 - ii. 1,001 - 2,000 lbs. - \$37.50.
 - iii. 2,001 - 5,000 lbs. - \$70.00.
 - iv. 5,001 lbs. and over - \$137.50.
- 2) Liquids and Gels.
 - i. 25 gallons or less - \$25.00.
 - ii. 26 -100 gallons - \$37.50.
 - iii. 101- 1,000 gallons - \$70.00.
 - iv. 1,001 gallons or more - \$137.50.

j) Plan Review Fees.

- 1) Plan Review - \$60.00.
- 2) Fire Alarm System - \$70.00.
- 3) Fire Sprinkler System - \$150.00.
- 4) Emergency Lighting- \$37.50.
- 5) Special Lighting - \$30.00.
- 6) Liquid storage tanks, hazardous materials - \$70.00.

k) Reinspection Fee - \$60.00.

l) Special Permits.

- 1) Blasting operation - \$65.00 per day.
- 2) Pyrotechnic display - \$65.00 per day.
- 3) Tent permit.
 - i. 1 - 30 days - \$30.00.
 - ii. Each additional 30 days or portion thereof- \$30.00.

m) Underground Storage Tanks Installation. The fees set forth in this subsection are applicable to both temporary and permanent underground storage tanks.

- 1) 0 - 1,000 gallons - \$50.00.
- 2) More than 1,000 gallons - \$100.00.
- n) *LPG Tank Installation or Removal - \$50.00.***
- o) *Special Event Fees.***
 - 1) *Fire marshal permit.*
 - i. \$125.00 for first day.
 - ii. \$75.00 per each additional day thereafter.
 - 2) Fire marshal on premises - \$65.00 per hour.
 - 3) Standby fire personnel, no apparatus - \$65 .00 per hour (each, three hour minimum).
 - 4) Standby ambulance, with personnel - \$130.00 per hour (three hour minimum).
 - 5) Standby engine or truck, with personnel - \$195.00 per hour (three hour minimum).
- p) *State Mandated Inspections.***
 - 1) Hospitals - \$100.00
 - 2) Nursing and long-term care homes - \$75.00.
 - 3) Daycare/Mother's Day out- \$50.00.
 - 4) Foster home or adoptive home - \$10.00.
 - 5) Home inspection (insurance) - \$50.00."

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.