



## City of Richland Hills

# REQUEST FOR PROPOSALS

**Proposal Reference Number:** RFP 2021-01

**Project Title:** City Branding

**Proposal Closing Date:** 10:00 A.M.(CST), Thursday February 18, 2021

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# Richland Hills, Texas

## Request for Proposals

### 1. Introduction

- A. Project Overview: The City of Richland Hills is requesting Proposals and seeks to hire a qualified firm for the development of a comprehensive brand for the City of Richland Hills, as detailed in Appendix A – Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to Logan Thatcher, Assistant to the City Manager, at [lthatcher@richlandhills.com](mailto:lthatcher@richlandhills.com)
  - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to Logan Thatcher, Assistant to the City Manager, at [lthatcher@richlandhills.com](mailto:lthatcher@richlandhills.com)
  - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum posted to the City of Richland Hills website (<http://www.richlandhills.com/doing-business/request-for-proposals>). All such addenda issued by the City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
  - iv. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Proposal.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.

### 2. Definitions

Proposal: The signed and executed submittal of the entirety of Appendix B – Proposal.

Proposer: The Proposer and the Proposer's designated contact signing the first page of the Proposal.

City of Richland Hills ("City"): The City of Richland Hills, Texas.

City Secretary's Office: The office of the City Secretary of the City of Richland Hills, located at 3200 Diana Drive, Richland Hills, Texas 76118. PH: (817) 616-3810

Project: The name of this Request for Proposals as identified on the cover sheet and first page of Appendix A – Scope of Services.

Request for Proposals (RFP): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A – Scope of Services.

**3. General Information**

- A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Proposals: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposals are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City’s failure to take any such reasonable steps, even if the City is negligent in failing to do so.

**4. RFP Withdrawals and/or Amendments**

- A. RFP Withdrawal: The City reserves the right to withdraw this RFP for any reason.
- B. RFP Amendments: The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

**5. Proposal Submittal Requirements**

- A. Submittal Packet – Format and Required Content: Proposals should be prepared in accordance with the instructions outlined in Appendix B, and C. Utmost attention should be given to accuracy, completeness, and clarity of content. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer’s capabilities to satisfy the requirements of the RFP. All Proposal Documents must be prepared in single-space type on standard 8-1/2” x 11” vertically oriented pages, numbered at the bottom. The proposal submittal should include two (2) hard copies and one (1) electronic copy on a flash drive. Proposals should be submitted in a sealed envelope with the following information marked plainly on the front:

**RFP 2021-01 – City Branding**

- B. Submittal Deadline: The deadline for submittal of Proposals shall be 10:00 A.M.(CST), Thursday February 18, 2021. It is the Proposer’s responsibility to have the Proposal Documents correctly submitted by the deadline. No extensions will be granted and no late submissions will be accepted.

- C. Key Events Schedule:

Proposal Release Date	Friday January 22, 2021
Non-Mandatory Pre-Proposal Meeting	Thursday January 28, 2021 3:00 P.M. CST Richland Hills City Hall 3200 Diana Drive Richland Hills, Texas 76118
Deadline for Submittal of Written Questions	Thursday February 4, 2021
<b>Sealed Proposals Due to City</b>	<b>10:00 A.M.(CST), Thursday February 18, 2021</b>
Anticipated Committee Evaluation Review Date	Week of February 22, 2021
Anticipated City Council Approval	March 22, 2021
Anticipated Contract Award	March 22, 2021

- D. Proposals Received Late: Proposers are encouraged to submit their proposals as soon as possible. The time and date of receipt as recorded by City staff when the proposal is delivered shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.
- F. Validity Period: Once the submittal deadline has passed, any Proposal Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

**6. Proposal Evaluation and Contract Award**

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City’s purchasing policy. The City will evaluate all proposals to determine which proposers are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. The City reserves the right to determine which proposal will be most advantageous to the City.

B. Proposal Evaluation Factors:

Emphasis	Factor
25%	Firm Experience and Qualifications
25%	Project Team
20%	Project Approach and Timeline
20%	Project Cost/Fee Schedule
10 %	References

- C. Completeness: If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP, City alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Proposer or waived by the City, such that the Proposal may be considered for award.
- D. Ambiguity: Any ambiguity in the Proposal as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services or Appendix B – Proposal, the Appendices shall prevail.
- E. Sub-Contractor/Partner Disclosure: A single firm or multiple firms may propose the entire solution. If the proposal by any firm requires the use of subcontractor, partners, and/or third-party products or services, this must be clearly stated in the proposal. The firm submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by subcontractor.
- F. Additional Information: City may request any other information necessary to determine Proposer’s ability to meet the minimum standards required by this RFP.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and

re-solicit for Proposals, as deemed to be in the best interest of City.

- H. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Richland Hills for cause:
- i. The successful proposer fails to perform in accordance with the provisions of these specifications; or
  - ii. The successful proposer violates any of the provisions of these specifications; or
  - iii. The successful proposer disregards laws or regulations of any public body having jurisdiction; or
  - iv. The successful proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
  - v. If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Richland Hills may terminate the contract by giving the successful proposer seven (7) days written notice. In such case, the successful proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
  - vi. When the contract has been so terminated by the City of Richland Hills, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- I. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.

## Appendix A – Scope of Services

1. **Project Title:** City Branding

2. **Scope of Services:**

A. Background:

Richland Hills is a well-established community located in the heart of the Dallas/Fort Worth Metroplex. Encompassing approximately 3.9 square miles in Northeast Tarrant County, the City borders the northeast corner of Fort Worth and offers robust intermodal access throughout the Dallas/Fort Worth Metroplex. Originally incorporated in 1950, the City is home to approximately 7,953 residents and a diverse range of businesses and industries.

Richland Hills has a welcoming hometown feel derived from a quality school system, mature community, unique architecture and friendly neighbors. Richland Hills is a small, quiet town that is well connected and offers something for everyone. Businesses and residents are proud to call Richland Hills home, making deep connections within the community and across the DFW region.

The City of Richland Hills employs approximately 110 people across several departments. As City staff, we strive to provide services that we can all be proud of, fostering an environment that capitalizes on the talent and capability of every employee, ensuring responsive services, welcoming attitudes, and actions that reflect integrity, accountability and good will. We expect our staff to be accountable and trustworthy, provide responsive city services and work toward a sustainable future, while maintaining our welcoming hometown heritage.

Our core values are service, teamwork, integrity, and respect.

*Service* – We provide quality service with compassion, kindness, responsiveness and dependability; treating all people with respect and dignity. We are a high performing well trained staff. We deliver services and programs that reflect pride in our work, attention to detail, transparent, cooperative, and extraordinary.

*Teamwork* – We are flexible, approachable, reliable team members that work within/and across departments to accomplish goals. Our most valuable resource is our employees and each employee’s contribution is critical to our team’s success. We have a positive, open and communicative work environment that encourages a proactive, open exchange of ideas and information for solutions beyond the norm.

*Integrity* – We have common principles that guide our actions in the workplace: honesty, integrity, loyalty, trustworthiness, and dependability. Our actions will not bring discredit upon our City or our profession. We always do the right thing in a reliable way. We are being honest, truthful and accurate in all our actions.

*Respect* – We treat everyone in a way that is considerate and caring, valuing them as a person of worth. We behave in a way that is polite, respectful, and inclusive of others. We listen, show empathy, and focus on solutions. Our friendliness is contagious. Our attitude is to support our community in every way we can.

B. Objectives:

The purpose of this project is to create a comprehensive brand for the City of Richland Hills that represents the community's unique strengths and assets. The brand should be transferrable across city operations, be able to be used in economic development efforts, and be effective in multiple media applications.

The City of Richland Hills desires to hire a successful brand development firm to help identify and define these strengths and assets, and develop an effective, professional brand, giving the City a stronger, more viable image and unified message as it markets to attract new residents and businesses.

C. Process:

The project proposal should include the following phases:

i. Research

A clear understanding of the City's assets, organizational culture, and desired direction will be the basis for the development of the brand concept and creative elements. The selected firm will review current City communications, logos, and other design materials, and will work closely with the City and its partners throughout the process to ensure the brand is inclusive and representative of the various organizations which we hope will use the brand in future marketing efforts.

ii. Brand Development

The selected firm will identify an audience profile, values, and a brand positioning statement to guide the development of a logo and other creative elements. This should include presentation to and collaboration with key stakeholders.

iii. Identity Guidelines

The agency must create an image for Richland Hills that can be easily and effectively utilized across multiple graphic identity applications and communicative mediums such as signs, letterheads, signage, social media marketing materials and websites. The selected firm will prepare an Identity Guidelines document to indicate how the branding strategy will be applied to future marketing plan elements.

D. Summary of Deliverables:

The proposal should provide for the following deliverables:

i. Brand Platform Presentation: Presentation of key research findings, brand platform, and initial logo options for City staff and stakeholders.

ii. Creative Elements – Finalized logo design, other brand elements, and template materials.

iii. Identity Guidelines – A document illustrating the graphic standards and rules for use of the logos, color, typography, and photography, along with design mock ups for key materials and guidance for brand applications including: websites, social media, online advertising, consumer and trade publications, billboards, business cards, presentations, name tags, electronic signatures, email banner graphics, tradeshow booths, meeting bid packets, promotional items (coffee mugs; pens; wearables- polo/t-shirts, etc.), guides, rack brochures, and other items to be determined.

E. Budget:

The cost of services shall not exceed \$30,000.



## Appendix B – Proposal

**Submittal Checklist: (To determine validity of proposal)**

- \_\_\_\_\_ **Firm Experience and Qualifications**
- \_\_\_\_\_ **Project Team**
- \_\_\_\_\_ **Project Approach and Timeline**
- \_\_\_\_\_ **Project Cost/Fee Schedule**
- \_\_\_\_\_ **References – Appendix B, page 11**
- \_\_\_\_\_ **Additional Information – Appendix B, pages 11 and 12**
- \_\_\_\_\_ **Appendix C, page 16, Conflict of Interest Form**

All proposals submitted to the City of Richland Hills shall include this page with the submitted Proposal.		
<b>RFP Number:</b>	<b>RFP 2021-01</b>	
<b>Project Title:</b>	<b>City Branding</b>	
<b>Submittal Deadline:</b>	<b>10:00 A.M. (CST), Thursday February 18, 2021</b>	
<b>Submittal Location:</b>	<b>City Secretary’s Office 3200 Diana Drive Richland Hills, TX 76118</b>	
<u><b>Proposer Information:</b></u>		
<b>Proposer’s Legal Name:</b>		
<b>Address:</b>		
<b>City, State &amp; Zip</b>		
<b>Federal Employers Identification Number #</b>		
<b>Phone Number:</b>		<b>Fax Number:</b>
<b>E-Mail Address:</b>		
<u><b>Proposer Authorization</b></u>		
<p><b>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.</b></p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>		

**Appendix B – Proposal (continued)**

**REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION, ORGANIZED INTO SECTIONS:**

- A. Firm Experience and Qualifications
- B. Project Team
- C. Project Approach and Timeline
- D. Project Cost/Fee Schedule
- E. References
- F. Additional Information

**1. Proposal Format**

- A. Firm Experience and Qualifications: Please provide information about your company, experience and services. Respond to each item and provide supporting documentation, as requested or desired.
  - i. Company name, address, website, telephone number, email address
  - ii. Name and contact information of single point of contact
  - iii. Name/signature and contact information of person with binding authority to enter into contracts
  - iv. An overview of your company’s history including detailed information on firm size, number of employees, years in business, and financial stability
  - v. Provide information on current workload and how this project will be accomplished with current staff
  - vi. Provide a description and images of a minimum of three similar, relevant projects to the scope of services requested. Include reference information for the projects including an email or phone number for the primary contact.
  - vii. Please provide any additional information about your company’s unique abilities to meet the project requirements as described in this RFP.
- B. Project Team: Identify all members of the Proposer’s team (including both team members and management) who will be providing the services proposed and include information which details their experience. Indicate the functions each person will perform and list the percentage of time assigned staff will dedicate to this project.
- C. Project Approach and Timeline: Demonstrate your understanding of the scope of work and describe your timeline and approach to completing each phase of the project. Provide a clear project schedule noting delivery dates for all deliverables covered by the RFP. Include a description of specific tasks or information you will require from City staff.
- D. Project Cost/Fee Schedule: Provide a detailed schedule of all fees by phase, including reimbursable expenses. Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- E. References: Proposer shall provide three (3) references where Proposer has performed similar to or the same types of services as described herein. Please include Municipal references.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

- F. Additional Information: Provide the following, along with a signed Conflict of Interest Questionnaire.
- i. Trade Secrets and/or Confidential Information: This proposal [ ] (does) [ ] (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.
  - ii. Federal, State and/or Local Identification Information:
    - a. Centralized Master Bidders List registration number: \_\_\_\_\_.
    - b. Prime contractor HUB / MWBE registration number: \_\_\_\_\_.
    - c. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: #\_\_\_\_-\_\_\_\_-\_\_\_\_\_.

- iii. Cooperative Governmental Purchasing Notice: Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

**Yes, Others can purchase**       **No, Only the City can purchase**

**CONTRACT TERMS AND CONDITIONS, EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:**

**1. Delivery of Products and/or Services**

- A. Term of Contract and Option to Extend: Any contract resulting from this RFP shall be effective for twelve (12) months from date of award, with a one (1) year renewal option pending annual budget appropriation.
- B. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net thirty (30) days upon receipt of invoice.
- C. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- D. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

**2. Miscellaneous**

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- D. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- E. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- F. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

- G. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- H. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

**3. Financial Responsibility Provisions**

- A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
  - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
  - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- B. Indemnification: Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.

## Appendix C – Form CIQ

### **INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE**

**WHO:** The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve (12) month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve (12) month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
  - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
  - b. contracts for the purchase or sale of real property, personal property including an auction of property;
  - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

#### **THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:**

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Richland Hills who have authority to sign contracts on behalf of the City.

**EXCLUSIONS:** A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

**WHAT:** A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at [www.ethics.state.tx.us](http://www.ethics.state.tx.us) and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

**WHEN:** The person or business must file:

1. the questionnaire – no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven (7) days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

**WHERE:** The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City's website.*

**ENFORCEMENT:** Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven (7) business days after the person received notice of a violation.

**NOTE:** The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

# 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.

### OFFICE USE ONLY

Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

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

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007