



Request for Proposals (RFP)

For

Professional Marketing Services – Rebranding Initiative

Request for Proposals No.: **10-2023**

Issued: **Monday, October 2, 2023**

Submission Deadline: **Friday, December 15, 2023 5:00 PM CST**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Applicants

The City of Hutchins, Texas (the “City”) located in Dallas County is soliciting proposals from qualified consultants to prepare a comprehensive branding initiative and deployment. Qualified consultants shall have experience in municipal identity/branding, strategic planning, and solid market research (both qualitative and quantitative) – including development of mission, vision, and value statements; interactive marketing; logo development and graphic standards and recommendations for deployment and tracking results. The selected consultant will interact with the City Council, City Staff and other stakeholders who have expressed interest in helping to craft and launch a coordinated branding initiative.

The two primary goals are as follows:

1. Generate strategy to drive resident and business appeal, as well as regional retail and restaurant traffic, with consistent branding within the organization that portrays the City as a desirable place to live and work.
2. Lay the foundation for future strategic planning and everyday decision making by way of identifying and articulating the City’s purpose, desires, and values in the form of official mission, vision, and value statements.

These details of the RFP are further described in Appendix B.

1.2 RFP Contact

For the purposes of the initial RFP process, all communications between the City and Applicants will be conducted through the Bonfire portal, apart from arranging interview details (e.g., time, place) and contract negotiations which may be done via e-mail and phone. Applicants will be notified if they are selected for an interview, awarded the contract, or eliminated from consideration through the Bonfire portal.

1.3 Open Records Policy

Applicants shall indicate in their proposals what information, if any, they consider to be proprietary and confidential. Applicants are hereby advised that the City of Hutchins is subject to the State of Texas Freedom of Information Act (“FOIA”). Material marked “Confidential and Proprietary” will be treated as such to the extent consistent with the City’s obligations under FOIA, other applicable law, regulation, or legal process, and will not be disclosed by the City except as necessary for the evaluation of proposals or as may be required pursuant to applicable law, including FOIA.

The City is required under FOIA, to upon request, make public and disclose all documents of, and documents incidental to, executed contractual arrangements. Therefore, Applicants, by submitting a proposal in response to this solicitation, are acknowledging that all materials submitted in their response may be subject to such disclosure, regardless of any labeling of materials as “confidential” or “proprietary” or other similar notations.

1.4 Contract for Deliverables

1.4.1 Type of Contract

The selected Applicant will be requested to engage in contract negotiations to finalize an agreement with the City for the provision of the Deliverables. It is the City’s intention to enter into an agreement with only one (1) legal entity.

1.4.2 Term of Contract

The term of the agreement is to be for a period of one (1) year, with an option in favor of the City to extend the agreement if needed.

1.5 RFP Timetable

1.5.1 Key Dates

Issue Date of RFP	October 2, 2023
Deadline for Questions	November 1, 2023 4:00 PM CST
Deadline for Issuing Addenda	November 15, 2023 4:00 PM CST
Submission Deadline	December 15, 2023 5:00 PM CST
Opening	December 4, 2024
Rectification Period	2 business days
Interview Date	January 9, 2023
Contract Negotiation Period	5 calendar days
Board Approval & Anticipated Execution of Agreement	January 23, 2023

The RFP timetable is tentative and may be changed at any time by the City. For greater clarity, business days means all days that City Hall is open for business.

1.6 Submission of Proposals

1.6.1 Proposals to be Submitted at Prescribed Location

The City of Hutchins (the “City”) has implemented a new e-Procurement platform called Bonfire. All RFP submissions must be uploaded electronically within the system. Hard copy proposals must also be delivered to City Hall at 321 N. Main St, Hutchins, TX 75141 before the deadline. Late proposals will not be accepted, nor will additional time be granted to any individual Contractor.

To submit the proposal electronically, create a Bonfire account at this link:

<https://cityofhutchins.bonfirehub.com/portal/?tab=login>

For information on how to upload a submittal, and for technical questions related to accessing and using Bonfire, visit: <https://vendorsupport.gobonfire.com/hc/en-us> or email support@gobonfire.com.

1.6.2 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. No extenuating circumstances will be accepted.

1.6.3 Addendums

If, at any time, the City changes, revises, deletes, clarifies, increases, or otherwise modifies this bid, the City will issue a written Addendum to the bid which will be uploaded to the Bonfire portal. The proposer shall acknowledge receipt that it has received all addenda issued during the proposal process.

1.6.4 Amendment of Proposals

Applicants may amend their proposals prior to the Submission Deadline by submitting the amendment electronically through the Bonfire portal. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

For a quick how to update a proposal, visit: [How to Amend Submission](#)

1.6.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, an Applicant may withdraw a submitted proposal through the Bonfire portal.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.0 Stages of Evaluation and Negotiation

The City will conduct the evaluation of proposals and negotiations in the following stages:

2.1 Stage I – Mandatory Submission Requirements

Consists of a review to determine which proposals comply with the mandatory submission requirements. If a proposal fails to satisfy the mandatory submission requirements, the City will issue the Applicant a rectification notice identifying the deficiencies and providing the Applicant an opportunity to rectify the deficiencies. If the Applicant fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the Applicant. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix B).

2.2 Stage II – Evaluation

Consists of the following two sub-stages:

2.2.3 Mandatory Technical Requirements

The City will review the proposals to determine whether the mandatory technical requirements as set out in Section B.2.16 have been met. Questions or queries on the part of the City as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.2.4 Rated Criteria

Section B.5 details the rating criteria that will be used in the evaluation process. The City will evaluate each qualified proposal on the basis of the price and non-price rated criteria as described in Appendices A and B respectfully. Pricing information provided may be subject to negotiation in later phases of the selection process.

2.3 Stage III – Ranking of Applicants

After the completion of Stage II, the Applicants will be ranked based on their total scores. The top ranked Applicants will receive a written invitation to attend an interview with the Mayor and City Council Members. The Applicant with the best interview performance will be notified in writing that they may then engage in direct contract negotiations to finalize the agreement with the City. If the interview performances in this initial round are deemed unsatisfactory, the City reserves the right to interview the other Applicants of the City's choosing.

2.4 Stage IV – Contract Negotiation Process

Any negotiations will be subject to applicable City rules, policies, ordinances, and State and Federal regulations, and will not constitute a legally binding offer to enter into a contract on the part of the City or the Applicant, and there will be no legally binding relationship created with any Applicant prior to the execution of a written agreement. Negotiations may include requests by the City for supplementary information from the Applicant to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the City for improved pricing or performance terms from the Applicant.

2.4.1 Time Period for Negotiations

The City intends to conclude negotiations and finalize an agreement immediately after the City Council interviews and chooses a finalist. The applicant, who is chosen as the finalist, will be invited to enter into direct contract negotiations and should be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix B), provide requested information in a timely fashion, and conduct its negotiations expeditiously. If a contract agreement cannot be made, the City will begin negotiations with the second ranked firm resulting from the Mayor and City Council interviews.

2.4.2 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix B) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the City may discontinue negotiations with the top-ranked Applicant and may invite the next-best-ranked Applicant to enter into negotiations. This process will continue until an agreement is finalized, until there are no more Applicants remaining that are eligible for negotiations, or until the City elects to cancel the RFP process.

2.4.3 Notification of Negotiation Status

Other Applicants that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked Applicant.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Applicants to Follow Instructions

Applicants should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the Applicant's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the Applicant's proposal but not attached will not be considered to form part of its proposal.

3.1.4 Past Performance

In the evaluation process, the City may consider the Applicant's past performance or conduct on previous contracts with the City or other institutions.

3.1.5 Information in RFP Only an Estimate

The City and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to Applicants the general scale and scope of the Deliverables. It is the Applicant's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Applicants to Bear Their Own Costs

The Applicant will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by the City

The City will not return the proposal or any accompanying documentation submitted by an Applicant.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The City makes no guarantee of the value or volume of work to be assigned to the successful Applicant. The agreement to be negotiated with the selected Applicant will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication After Issuance of RFP

3.2.1 Applicants to Review RFP

Applicants should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information through the Bonfire portal on or before the Deadline for Questions. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than directly from City Staff through the Bonfire portal. It is the responsibility of the Applicant to seek clarification from City Staff through the Bonfire portal on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the Applicant concerning this RFP or its process.

3.2.2 All New Information to Applicants by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Applicants by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Applicants are responsible for obtaining all addenda issued by the City.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, and Supplement

When evaluating proposals, the City may request further information from the Applicant or third parties in order to verify, clarify, or supplement the information provided in the Applicant's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The City may revisit, re-evaluate, and rescore the Applicant's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Applicants

Once an agreement is executed by the City and an Applicant, the other Applicants may be notified of the outcome of the procurement process through the Bonfire portal.

3.3.2 Debriefing

No debriefing opportunities will be offered.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Applicant has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its proposal that is not available to other Applicants; (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP; (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP; (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non- competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the Applicant’s other commitments, relationships, or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The City may disqualify an Applicant for any conduct, situation, or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The City may disqualify an Applicant, rescind an invitation to negotiate or terminate a contract subsequently entered into if the City determines that the Applicant has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Applicant Communications

Applicants must not engage in any communications that could constitute a Conflict of Interest and should submit the required Conflict of Interest declaration included in the Bonfire portal.

3.4.5 Applicant Not to Communicate with Media

Applicants must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the City.

3.4.6 No Lobbying

Applicants must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Applicant(s).

3.4.7 Illegal or Unethical Conduct

Applicants must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Applicants must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the City; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Past Performance or Past Conduct

The City may prohibit an Applicant from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the Applicant to honor its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and

- (d) must be returned by the Applicant to the City immediately upon the request of the City.

3.5.2 Confidential Information of Applicant

An Applicant should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or jurisdiction in Texas. Applicants are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFP process, including the evaluation of proposals. If an Applicant has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted through the Bonfire portal.

3.6 Procurement Process Non-Binding

3.6.1 No Contract and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any laws pertaining to fair and equal treatment of bidders, or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the Applicant nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honor a proposal submitted in response to this RFP.

3.6.2 No Contract Until Execution of Written Agreement

This RFP process is intended to identify prospective Applicants for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the Applicant and the City by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the Applicants. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into an agreement for the Deliverables.

3.6.4 Cancellation and No Selection

The City reserves the right:

- (a) to cancel the RFP at any time;
- (b) to not select an Applicant even if responsive proposals are received.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the State of Texas and the federal laws of the United States applicable therein.

[End of Part 3]

APPENDIX A – PRICING

A.1.1 Instructions on How to Provide Pricing

Describe in detail the costs to perform the work described in this RFP, including costs for developing multiple drafts and costs for facilitating multiple focus groups. Indicate an hourly rate (if applicable) for subsequent work that may be required or deemed necessary.

A.1.2 Evaluation of Pricing

Pricing is worth **15 points** of the total score.

APPENDIX B – RFP PARTICULARS

B.1 Background

The City of Hutchins has a population of approximately 6,352 residents and is adjacent to the City of Dallas in Southern Dallas County at the juncture of IH-20 and IH-45. The City Council consists of the mayor and five council members elected at large. The City Administrator is appointed by the City Council to serve as the administrative head of the government. Municipal services include paid police and fire, public works, economic development, community services, finance, city secretary, municipal court, and human resources departments. All departments report to the City Administrator. There are eight active Advisory boards consisting of residents appointed by the City Council. These boards work closely with City Staff to guide decisions made by the City Council that directly impact City functioning and customer service.

The City of Hutchins has approximately 100 employees and has a FY 23/24 annual operating budget of \$11,484,103 in the General Fund and \$4,952,098 in the Water Department. The City's All Fund operating balance is \$18,474,938. The Total All Fund Balance including capital is \$55,490,387. The City assessed property value for 2023 is \$1,236,605,271. Finally, one-half of the Union Pacific Inland Port is within Hutchins.

The City of Hutchins is experiencing growth with 1,002 residential platted lots having been approved in the last two years. A new Public Safety Building was constructed in January 2022, and voters approved funds to construct a new City Hall building which is expected to be completed within the next two years. The new 20,775 sq/ft facility will include an Event Center available for public reservations. This summer the City launched a new website and mobile app complete with a new GIS system. The City is also in the midst of creating a Comprehensive Plan. These positive changes create a prime opportunity for the City to examine its branding and marketing strategies, especially in relation to future strategic planning processes.

B.2 Scope

The City is seeking the services of a qualified consulting firm with experience in municipal marketing and strategic planning to facilitate the City's rebranding initiative. The selected Applicant will perform services in accordance with the negotiated contract. The City Council will have final approval of the contract deliverables.

In your RFP response, please outline your experience and proposed delivery model with regards to the delivery of the services listed below. The primary deliverable for this RFP is a professional services contract that will provide the following, but not limited to:

B.2.1 Final Deliverables

At the City Council's discretion, the selected Applicant will provide the City with the following:

- Updated logo design in a variety of digital file formats and sizes (e.g., PDF, JPEG, PNG, EPS)
- New tagline
- Mission, Vision, and Value Statements
- Brand style guide

- All final brand logo files, fonts, color palette for use in print and digital formats
- Integrated imagery and complementary design elements, fonts, and color schemes
- Design of brand identity template files for contracted deliverables that may include: business cards, envelopes, letterhead, email signatures, ceremonial proclamations, letters of commendation, notepads, presentation deck, Zoom backgrounds, social media graphics, e-newsletters, fliers, brochures, and rack cards.

B.2.2 Work Processes

The selected Applicant will:

Meet with Council, Staff, and focus groups consisting of members of advisory boards and residents as appropriate, for input regarding the contracted deliverables.

Per Council's discretion, present concept choices of logo drafts to stakeholders, each containing visuals for how different colors, typography, and layouts will look on different mediums. Revisions would be allowed per contract. Emphasize that keeping the current logo and tagline are always options.

Present drafts of mission, vision, and value statements and other deliverables to stakeholders as appropriate.

Present final deliverables to the City Council for official approval.

Per the City Council's final approval of deliverables, the selected Applicant will provide the City with logo design files, digital stationary templates, and style guide.

B.3 PRE-CONDITIONS OF AWARD

The Applicants shall outline the method to indemnify and save the City harmless from all costs, expenses, damages and claims of third parties. Applicants shall provide adequate proof of Professional Liability Insurance in the amount of not less than \$1,000,000.00.

B.4 MANDATORY SUBMISSION REQUIREMENTS

Each of the following items may be completed by uploading documents or completing online forms/questionnaires as indicated on the Bonfire portal.

B.4.1 Submission Form

Each Applicant must complete the Submission Form online through the Bonfire Portal.

B.4.2 Written Proposal

Each Applicant must upload a document describing how the Applicant will provide the services described in Appendix B, as well as any other pertinent information the Applicant would like to include.

B.4.3 Pricing

Each Applicant must upload a sample pricing sheet based on standard services provided by the Applicant.

B.4.4 Conflict of Interest Questionnaire

Each Applicant must complete and submit a CIQ form in accordance with state law.

B.5 RATED CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. The three highest scoring applicants will proceed to the interview stage of the evaluation process. The proposal shall not exceed 25 pages.

Rated Criteria Category	Weighting (Points)	Criteria
i. Profile of Firm	10	<ul style="list-style-type: none">• Provide a brief description of the size of the firm and composition and qualifications of professional staff by level.• Identify which members of the firm would work with the City and their role within the consultant’s organizational chart.• Include detailed information about any third or fourth-party services hired by the firm that may work on the proposed project, including the company name, qualifications, and roles in the project’s work processes
ii. Proposed Approach	45	<ul style="list-style-type: none">• Provide a work plan and timeline describing how you will implement the design and development process for this project.• Describe how you will engage with stakeholders and show that their input is being incorporated into the final deliverables
iii. Portfolio and References	30	<ul style="list-style-type: none">• Showcase your current and recent work with branding or rebranding projects. City and county clients are preferred.• Offer at least three references from clients who have used your services for branding or rebranding. Briefly describe the scope of your work for these references, the year completed, and a contact name and telephone/email for each one. Please include applicable government clients if possible.
iv. Pricing	15	<ul style="list-style-type: none">• Present costs per deliverable and project stage in a clear layout that is easy to follow• Include the driver of each cost• Please note that lower costs are preferred
Total Points	100	

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.