



CITY OF WACO

REQUEST FOR PROPOSALS

RFP 2010-021

Purchasing Services
Post Office Box 2570
Waco, Texas 76702-2570
254 / 750-8060
Fax: 254 / 750-8063
www.waco-texas.com

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INVITATION COVER SHEET

Commodity/Service: **Destination Marketing Services Consultant**

Closing Time: 2:00 PM CT, August 5, 2010

Opening Time: 2:01 PM CT, August 5, 2010

RFP Opening Location: Purchasing Services Office, 1415 North 4th Street, Waco, Texas 76707

For Information Contact: Kelly Holecek, 254-750-8433

TO BE COMPLETED BY SUBMITTER

Firm: _____

Address: _____

City, State, County: _____

Signature of Person Authorized
to Sign Bid: _____

Signor's Name and Title
(print or type): _____

Date: _____, Telephone: _____, Fax: _____

Federal Tax ID#: _____ Email: _____

REQUEST FOR PROPOSALS

The City of Waco is soliciting proposals for an individual or agency to develop a research-based destination marketing services plan for a regional comprehensive group including the cities of Bellmead, Hewitt, Lacy-Lakeview, Robinson, Waco, Woodway, Texas and various attractions and institutions within this immediate area that will convey the promise of what a visitor will experience when traveling to Waco.

To be considered for this project, submitters must meet the qualifications and satisfy the requirements set forth in the RFP. If you are interested in being considered, please submit your sealed proposal by **2:00 p.m. on August 5, 2010** to Purchasing Services Department. Address listed in RFP.

The Proposals will be evaluated by a Project Review Committee consisting of City of Waco staff and representatives from the participating cities and entities. Tentatively, the final selection decision will be made by August 26, 2010.

There is no expressed or implied obligation for the City of Waco to reimburse responding proposers for any expenses incurred in the preparation of proposals in response to this request, including travel and personnel costs.

Under no circumstances will private meetings be scheduled between responders and City staff.

News releases or the release of information to the media pertaining to this request for proposals or the service/project to which it relates shall not be made without prior approval of the City of Waco.

City of Waco
REQUEST FOR PROPOSALS
RFP 2010-021

I. SCHEDULE OF EVENTS

Advertisement of the RFP	July 19, 2010
Receipt of the Proposals Due – Closing Date	August 5, 2010
Analysis of the Proposals/Interviews completed	August 26, 2010
Notify proposers of award recommendation	August 30, 2010
Contract Negotiations and preparation	Complete by September 6, 2010
Recommendation to City Council/Award	September 21, 2010

****Note:** The proposed schedule of events is tentative and may be modified throughout the selection process at the discretion of the City of Waco.

II. WHOM TO CONTACT WITH QUESTIONS

Questions concerning the RFP should be submitted to the following:

RFP Administrator
Kelly Holecek, Buyer
City of Waco – Purchasing Department
1415 North 4th Street
Waco, TX 76707
Phone: (254) 750-8433
Fax: (254) 750-8063
email: kellyh@ci.waco.tx.us

**U.S. Postal Service does NOT deliver to the 4th Street Avenue address.
Mailing address is P.O. Box 2570, Waco, TX 76702-2570.**

Questions must be submitted in writing. Emails will be considered written requests if addressed to the RFP Administrator. Contact with City of Waco personnel other than Kelly Holecek or her designated representative may be grounds for removal of the firm from consideration.

III. DEFINITIONS

The following definitions apply to this RFP and the transaction between the City and the selected proposer unless otherwise designated in the context. Terms which are singular may include multiple, where applicable and when in the best interests of the City:

“City” means and refers to the City of Waco, Texas, and/or its City Council.

“Company” means and refers to any proposer, whether such proposer be a corporation, company, sole proprietor, partnership, company, or any other entity legally defined or recognized under the laws of the State of Texas.

“Contract” means and refers to collectively a proposer’s response (i.e., “proposal”) submitted to and accepted by the City, including acceptance of and agreement with the terms, conditions, and provisions of this RFP (unless otherwise excepted, with such exception being accepted by the City) and any other documents to which the parties mutually agree.

“RFP” means and refers to this particular enumerated Request For Proposal.

“Selected proposal” means and refers to the proposal submitted by the selected proposer.

“Selected proposer” means the proposer whose proposal is selected by the City and upon which the City Council awards a contract for services.

The terms “Vendor” and “Proposer” are used interchangeably throughout this RFP. The term vendor/proposer is intended to mean the entity that actually provides the benefit service and is not meant to include agents or brokers.

IV. HOW TO PACKAGE YOUR PROPOSAL

To be considered, **one original, ten copies, and a CD** of the proposal must be received by the City’s Purchasing Services Dept, Attn: Kelly Holecek, Buyer, at 1415 North 4th Street, Waco, Texas, 76707, by **2:00 p.m. on August 5, 2010**. If the proposals are mailed, the mailing address for the City is P.O. Box 2570, Waco, Texas, 76702-2570. All other shipping such as Fed-ex and UPS should be sent to 1415 North 4th Street, Waco, Texas 76707. **All proposals shall be sent to the attention of the Purchasing Agent and marked as “Proposal 2010-021, Destination Marketing Services Consultant”.** The City of Waco reserves the right to reject any or all proposals submitted.

Via US Mail:	Via Delivery Services:
City of Waco Purchasing Services P.O. Box 2570 Waco, Texas 76702-2570 ATTN: Kelly Holecek	City of Waco Purchasing Services 1415 North 4 th Street Waco, Texas 76707 ATTN: Kelly Holecek Note: US Mail does NOT deliver to this street address

V. WHAT IS NOT ACCEPTED

A PROPOSAL SUBMITTED BY FACSIMILE TRANSMISSION (FAX) OR BY ELECTRONIC MAIL (EMAIL) WILL NOT BE ACCEPTED. A PROPOSAL SUBMITTED OR POSTMARKED AFTER THE DEADLINE FOR SUBMITTING THE PROPOSAL WILL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES AND WILL BE RETURNED UNOPENED TO THE PROPOSER.

VI. LIMITATIONS

1. **Right to Accept or Reject.** The City reserves the right to accept or reject any or all proposals as a result of this RFP, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the City. The RFP does not commit the City to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a proposal in response to this RFP. Proposals may be held for ninety (90) days after opening without taking action.
2. **City Council Approval Required.** A committee of City staff will review the proposals and make a recommendation to the Waco City Council on which proposer to award the contract to. Each proposal should be submitted as completely and accurately as possible. The City reserves the right to request additional data, oral discussions, or presentations in support of the written proposal. Once City staff identifies the proposal to be recommended to the Council, negotiations regarding the contract may be started. The actual contract award must be made by the Waco City Council.
3. **Proposer's Obligation Regarding Evaluation.**
 - 3.1 **Submission of Information.** Proposers are cautioned that it is each proposer's sole responsibility to submit information related to the evaluation categories, and the City is under no obligation to solicit such information if it is not included with the proposal. Failure of a proposer to submit such information may cause an adverse impact on the evaluation of the specific proposal.
 - 3.2 **Proposer Review of RFP.** Proposers are responsible for examining and being familiar with all terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the proposer's risk and will not be a determinative factor when awarding the contract for services.
 - 3.3 **Encouraging Qualified Proposals.** The conditions, terms, provisions, and information of this RFP are written to encourage qualified proposals to be submitted. The proposals submitted in response to the conditions, terms, and provisions herein along with any optional oral presentations shall be the basis of comparison between proposers. There is no intent to discriminate against any proposer but rather, to set a definite standard of professional quality and experience desired for this project.
4. **Modification or Withdrawal of Proposal.** Proposals CANNOT BE ALTERED OR AMENDED AFTER THE DEADLINE PASSES TO SUBMIT A PROPOSAL. Proposals may be modified prior to the deadline only by providing a written notice (including by fax or email) to the purchasing contact person at the address or telephone number shown herein. A proposal may also be withdrawn by providing the same notice or in person by a proposer or the proposer's authorized agent, provided the agent's identity is made known and the agent signs a receipt reflecting the proposal is being withdrawn. **HOWEVER, THE PROPOSER WILL NOT BE ALLOWED TO RESUBMIT.** This provision does not change the common law right of a proposer to withdraw a proposal due to a material mistake in the proposal.
5. **Single Proposals.** If only one proposal is received for consideration, such proposal may be opened in accordance with City Policy No. GFP&P-6 at the advertised time and place recited

in this RFP. A copy of the City policy may be obtained by contacting the purchasing contact person.

6. **Inquiries.** In order to ensure fair and objective evaluation, all questions related to this RFP should be addressed only to the person named herein.
 7. **RFP Interpretation; Modification.** Any interpretations, corrections, or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Waco. Addenda will be made available to all that are known to have received a copy of this RFP. Proposers shall acknowledge receipt of all addenda per the instructions to be attached to an addendum.
 8. **Authorized Signature.** A proposal must be manually signed by a person having authority to contractually bind the proposer. Any erasures or other changes must be initialed by the person authorized to sign the proposal or others who are able to show evidence of authority to execute or sign on behalf of the proposer.
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VII. AWARD OF CONTRACT

1. **Award by City Council.** After negotiation with the top-ranked proposer and upon staff recommendation, the Waco City Council will make the final award of a contract for the services to be performed in accordance with this RFP.
 2. **Reservations by City.** The City has the right to accept, reject, or cancel any and all proposals. In addition, the City expressly reserves the following:
 - 2.1 waive any defect, irregularity, or informality in any proposal or proposal procedure;
 - 2.2 extend the RFP closing time and date;
 - 2.3 reissue this RFP in a different form or context;
 - 2.4 procure any item by other allowable means;
 - 2.5 waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the City's business interests under the RFP; AND/OR
 - 2.6 extend any contract when most advantageous to the City, as set forth in this RFP.
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VIII. ELEMENTS OF CONTRACT

1. **RFP an Invitation.** This Request for Proposal is an invitation for companies to submit proposals. It is not a request for bid or a contract and has no legal binding effect upon the City.
2. **Proposal is Offer.** The proposal submitted by a proposer is an *offer* to contract with the City

for the services requested in the RFP.

3. **Award is Acceptance.** The selection of a proposal or proposals, reflecting the agreements reached between the City and the proposer during the negotiation process, and award by the Waco City Council is *acceptance* on the part of the City, thereby resulting in a binding contract between the City and the selected proposer.
 4. **Consideration.** Consideration consists of the services to be performed under the contract awarded in exchange for compensation to be paid by the City to the selected proposer.
 5. **Agreement; Exceptions.**
 - 5.1 Submission of a proposal indicates the proposer agrees to the terms, conditions, and other provisions contained in the RFP, unless the proposer clearly and specifically presents in its proposal any exceptions to the terms, conditions, and other provisions contained in the RFP.
 - 5.2 Exceptions presented in a proposal are not to be considered incorporated into the contract between the City and the selected proposer unless and until the City agrees to accept such exceptions.
 - 5.3 The selected proposer must acknowledge and agree that the contract resulting from this RFP includes the terms, conditions, and other provisions contained in the RFP, the proposal selected (including any exceptions accepted by the City) which is acceptable to the City and is not in conflict or contravention of the RFP, and any other documents mutually agreed upon by the City and the selected proposer.
 - 5.4 No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFP or the resulting contract.
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IX. PROPOSALS RESPONSE AND EVALUATION

General Information

Submitted proposals will be evaluated by a committee, known as the Project Review Committee.

During the evaluation process, the Project Review Committee reserves the right, where it may serve the best interests of the participating Cities and Organizations, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

The participating Cities and Organizations reserve the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the participating Cities and Organizations and the firm selected.

1. Subcontracting

- 1.1. If any subcontracting is being proposed, that fact, and the names of the proposed

subcontracting firms should be clearly identified in the proposal. Following the award of the project contract, no additional subcontracting will be allowed without the express prior written consent of the participating Cities and Organizations.

2. Background – Origin of this Project

- 2.1 Within the last year, a great deal of interest has been expressed toward creating a unified destination marketing plan for the greater Waco area. The City of Waco Convention & Visitors Services Department has marketed Waco as a destination for many years but has been limited to promoting lodging only within the city limits of Waco because the primary funding source for marketing is the hotel tax collections from within the city of Waco. There has been significant growth in both attractions and hotels in Waco's suburbs and in McLennan County and there is recognition that hotel tax collections from the City of Waco has been the primary funding source for the majority of the marketing and promotional efforts for the area.
- 2.2 Recent meetings with the cities of Bellmead, Hewitt, Lacy-Lakeview, Robinson, Waco, Woodway, and other entities within the area have produced interest in contributing dollars to an endeavor to create and participate in a unified destination marketing effort. Part of this effort and resulting plans should involve the creation of a recommended participant pricing structure that would be fair to all and provide funds needed to fulfill plan goals.

3. Purpose of this Project

- 3.1 The purpose of this project is to create a regional comprehensive marketing and promotional plan of action that will assist the cities of Bellmead, Hewitt, Lacy-Lakeview, Robinson, Waco, Woodway, and the various attractions and institutions within these communities and within McLennan County to determine what we have to offer visitors, identify opportunities and strengths, develop a unifying theme to tie these together, and develop a brand and image that reflects that theme. The plan should also identify current and potential visitor audiences; identify the focus of tourism activities, efforts and development; and recommend detailed advertising, marketing, and promotional strategies to attract additional tourism to central Texas. There should be an emphasis on promoting the authenticity of the greater Waco region and experience. Local entrepreneurs and businesses within the county should be considered in all marketing and promotional activities undertaken.

3.2 Background Information on the Greater Waco Area

- 3.2.1 The City of Waco is the 15th largest city in Texas and the county seat of McLennan County. Waco is located on I-35 between Dallas and Austin in the population center of Texas. Tourism generates \$463.3 million of direct spending by visitors to the Waco area. Waco has grown significantly in the past five years. This growth includes downtown housing, increased retail and eating establishments and new as well as expanded, attractions.
- 3.2.2 Greater Waco Travel Facts
 - Annually Waco receives approximately 5 million visitors, 3.13 million of those spending at least one night;
 - The majority of Waco's visitors come from within Texas. DFW, Houston, then San

- Antonio were the top three origin cities. Austin ranked sixth.
 - 58.4%, of visitors come to Waco for leisure, while 41.6% come for business
 - Primary mode of travel to Waco is auto at 88.9%, air travel is 8.7%
 - The primary demographic profile of Waco's visitors
 - Average age: 35-49
 - Household income: \$25,000-\$49,000
 - Married
 - 64.8% of visitors stay in paid accommodations
- 3.2.3 The greater Waco area has numerous attractions with very diverse offerings. The most visited Waco attractions include: Cameron Park, Texas Ranger Hall of Fame & Museum, Cameron Park Zoo, Dr Pepper Museum, Mayborn Museum Complex, Heart O'Texas Fair Complex, the Texas Sports Hall of Fame, Riverbend Park including the Waco Regional Tennis Facility and Riverbend Baseball Complex, and the newly-opened Waco Mammoth Site which is awaiting pending Congressional legislation to create the Waco Mammoth National Monument and to include the site as a unit of the National Park Service. Area attractions include the Carleen Bright Arboretum, Homestead Heritage, Veteran's Memorial Park, and others. For more information on greater Waco sites and attractions please visit www.wacocvb.com. Throughout 2010 Waco is celebrating the 100th birthday of Cameron Park, the city's largest community park that sits alongside the Brazos and Bosque Rivers in downtown and is a primary focal point and identifier for the community. The year-long Cameron Park Centennial will include various celebrations throughout the year.
- 3.2.4 Waco is currently undertaking a master planning process for the greater downtown Waco area. This process, led by urban consultant John Fregonese, is being spearheaded by a consortium including the City of Waco, the Greater Waco Chamber of Commerce, Cooper Foundation, Waco Business League and Baylor University and involves community input through public meetings and workshops to help define and shape planned growth and development for the greater downtown Waco area through 2020 and beyond.
- 3.3 On May 12, 2007, the citizens of Waco approved six bond propositions totaling \$63 million. This was the first successful bond election in 40 years and has been the catalyst for tremendous growth particularly in the downtown area.
- The six bond projects include:
- \$17.5 million for the total renovation of the Waco Convention Center
 - \$13 million for a new Police facility
 - \$12 million for Library improvements
 - \$11.7 million for improvements to various Parks
 - \$6.8 million for two new Fire Stations
 - \$2 million for improvements to the Texas Ranger Hall of Fame & Museum
- 3.4 Waco is a popular convention and meeting destination for smaller to mid-size meetings (100 – 1,000 attendees in size). Waco's central location within the state, easy driving distance for statewide groups, along with a large convention center for a town of this size, all contribute to this popularity. The \$17.5 million renovation of the Waco Convention Center (WCC) will greatly improve the building's aesthetics and service areas while creating more rentable areas. The WCC is currently 190,000 square feet with 119,000 square feet of rentable space.

Construction is currently underway, and is expected to last 18-24 months. The renovation will not only make Waco more competitive in its current market, but will also open the door to different types of meetings and conventions.

4. Scope of Service

4.1 Deliverables

This scope is described in terms of generic tasks and deliverables that the consultant or consultant team is expected to include in the final written plan. The consultant may wish to restate or reorganize this scope in more specific steps or task contents, or propose different interim and final work products. Where the scope of services calls for a public review of a work product by the Cities, Staff, and other stakeholders; the consultant is to submit the work product at least ten (10) working days before a set meeting, unless otherwise specified.

4.2 Stakeholder Interviews

This should include interviews with tourism-related business owners and tourism stakeholders in the greater Waco area. These interviews will help to determine priorities, regional values and visions, existing assets and resources, current brands, marketing strategies, regional initiatives, current product development, etc.

A summary report of the Stakeholder Interviews should be submitted at the conclusion of this process for review by the Project Review Committee.

4.3 Research

The consultant will study existing marketing efforts and opportunities, existing attractions and tourism-related businesses, tourism trends, and business and leisure travel statistics of the Central Texas region and the state of Texas to determine the major geographic market areas and primary visitor audience. The consultant will develop a greater Waco/central Texas visitor profile: demographics, psychographics, trends, geographic market areas, transportation, marketing reach and themes as well as continuity between organizational efforts, branding and image development. The consultant will review tourism-related assets, private and public sector investment, current marketing and promotional activities and will consider other regional tourism initiatives.

Upon completion of this research the consultant will present findings to the Project Review Committee, along with initial recommendations and implementation strategies for a comprehensive marketing and promotional plan of action as described below.

4.4 Development of the Destination Marketing and Promotional Plan of Action

The Plan of Action will consist of several portions and should indicate prioritization of recommendations and actions with the most effective impact on goal achievement but also take into account the realities of limited budgets:

- 4.4.1 Summary of assets, resources, activities and materials related to the marketing and promotion of the greater Waco area as a tourism destination. Identification and

ranking of major tourism traffic generators and destination points within the Waco area, identifying by overnight and daytrip visitors.

- 4.4.2 Identification of primary and secondary visitor audiences, including convention audiences and recommendations of targeted program development to attract such audiences.
- 4.4.3 Planned marketing and promotional activities for the greater Waco area, to include, but not be limited to, online, electronic and printed materials, media strategies, advertising and placement recommendations, event and festival exposure, trade and consumer shows, and temporary and permanent exhibitions. Marketing recommendations shall consider public relations efforts, brochures, slogans, niche marketing, cooperative sales efforts, electronic and print advertising and promotions, etc., which will reinforce recommended branding efforts.
- 4.4.4 Suggestions for infrastructure improvements throughout the region including way-finding signage, gateway signage, thematic and trails signage and interpretive elements and activities to tie the region together for the visitor.
- 4.4.5 Proposed/recommended budget for strategic and prioritized tourism marketing and promotional activities. Implementation strategies will include estimated costs of each recommendation, possible funding sources for each recommendation, recommended parties to be charged with carrying out the activities, and instructions for the implementation of recommendations.
- 4.4.6 Measurable goals and objectives for marketing and promotional activities recommended by this plan, with a special emphasis on measurable Return on Investment (ROI). Measures will be utilized to determine the impact of tourism as an economic engine in central Texas and as a tool in the future preservation and promotion of the natural and cultural heritage of the region.

5. Final Plan and Report

- 5.1 The consultant will present the Destination Marketing and Promotional Plan of Action to the Review Committee, outlining each recommendation and rationale. The consultant will then work with the project managers to refine and reach agreement on the plan's components.
- 5.2 Based on the comments from the meeting and staff review, the consultant may be asked to refine the plan and create a final document.
- 5.3 The consultant will attend a public meeting before a group of stakeholders and the Project Review Committee to present the final Destination Marketing and Promotional Plan of Action for the Greater Waco area.

6. Submission of Proposals

The following material must be received by 2:00 p.m., August 5, 2010 for a proposing consultant to be considered:

6.1 Title Page

Title page showing the request for proposals subject, the RFP number, the proposer's company name; the name, address and telephone number of the contact person, and the date of the proposal.

6.2 Table of Contents

6.3 Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within a specifically defined time period, a statement detailing why the proposer believes itself to be the best qualified consultant to perform the outlined project, and a statement that the proposal is a firm and irrevocable offer for ninety days.

6.4 Authorized Signature Page (See attached form)

6.5 Corporate Authority Resolution (See attached form)

6.6 Conflict of Interest Questionnaire (See attached form)

6.7 Litigation disclosure (See attached form)

6.8 Drug Free Workplace (See attached form)

6.9 City Of Waco Purchasing Services - Minority/Women Owned Business Certification (See attached form)

6.10 Detailed Proposal

General Requirements:

The purpose of this section of the proposal is to demonstrate the qualifications, competence and capacity of the proposer to undertake this project. It must also specify a project approach that will meet with the requirements in the Request for Proposals.

The detailed proposal should follow the order below:

6.10.1 Consultant Team Qualifications

The proposer shall provide a brief description and history for each member of the consulting team, along with the anticipated role they will play in this project.

Supervisory staff may be changed if those personnel leave the company, are promoted or are assigned to another office.

Other members of the team mentioned in response to this request for proposal may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

6.10.2 Relevant Experience

Proposals shall include a listing and description of similar projects (maximum 5) completed by the consultant team or members of the consulting team, including the goals of the project, a synopsis of the work that was done by the consultant, whether or not the project was completed within the time constraints, and an evaluation of the on-going success of the project. Each description shall indicate the scope of work, date, staff involvement, contact name and telephone number and email of the principal client contact.

6.10.3 Proposed Scope of Work and Project Schedule

This section shall include a detailed description of each task, the timing of each task, and the work products resulting from each task. The scope of work should take into account the generalized project description, but should include additions or modifications that the consulting team, based on their experience, believes would result in a more creative and effective end product.

This section should also identify and describe any anticipated potential project problems, the consultant's approach to resolving these problems and any special assistance that will be requested from the City of Waco.

6.10.4. Cost

Each proposal shall contain a firm cost estimate for the work contained within this project, and shall include all labor, materials, freight, taxes, insurance, etc. to cover the finished work called for. Actual contract price will be negotiated with the selected consultant based upon a negotiated scope of work and personnel assignments.

7. Evaluation Procedures

7.1 Review of Proposals

The Project Review Committee will use a point formula during the review process to score proposals. Each member of the Project Review Committee will first score each proposal by each of the criteria described in Section 7.2 below. The full Project Review Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each consultant. Consultants may be eliminated if their proposal is incomplete.

The City of Waco reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

7.2 Evaluation Criteria

Proposals will be evaluated on a 100-point scale using the following criteria.

7.2.1 Mandatory Elements. (Maximum points – 5)

- a. Title Page
 - b. Table of Contents
 - c. Transmittal Letter
 - d. The firm is licensed to practice in Texas
 - e. Authorized Signature Page*
 - f. Corporate Authority Resolution*
 - g. Certification Regarding Debarment and Suspension
 - h. Drug Free Workplace Certification*
 - i. Conflict of Interest Questionnaire*
 - j. Litigation disclosure*
 - k. City of Waco Purchasing Services Minority/Women Owned Business Certification*
 - l. The consultant adheres to the instructions in this request for proposal on preparing and submitting the proposal.
- *complete and return forms

7.2.2 Technical Qualifications and Experience.

- a. Consultant Team Qualifications and Experience. **(Maximum points – 40)**
 - (1) The quality of the consultant's professional personnel to be assigned to the project and the quality of the support personnel to be available for technical consultation.
 - (2) Adequacy and availability of professional level staffing to provide timely and meaningful support and/or problem resolution with regard to this contract. (A consultant may satisfy accessibility requirement without being a locally owned business.)
 - (3) The consultant's past experience and performance on comparable projects including scope of projects, satisfaction of client, schedule of work, and accuracy of estimates.
- b. Project Approach **(Maximum Points - 40)**
 - (1) Ability to meet or exceed the City's requirements.
 - (2) Understanding the City's needs.
 - (2) Identification of anticipated potential project problems.
 - (3) Project schedule

7.2.3 Cost of Services (Maximum Points – 15)

- a. Estimate of cost for work contained within this project.

7.3 Oral presentations

Presentations will be evaluated on a 100-point scale using the following criteria.

Several of the highest scoring consultants may be requested to make oral presentations. The consultants will have an opportunity to present their proposals and answer questions from the Project Review Committee. After the Oral presentations, firms will be ranked by the committee on a scale using the following criteria:

- (1) Qualifications and experience **(Maximum 40 points)**

- (2) Project approach **(Maximum 40 points)**
- (3) Communication ability **(Maximum 20 points)**

7.4 Final Selection

The consultant will be selected based on the highest final score after the oral presentations. In the event that negotiations are conducted and an agreement cannot be reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process. The review committee recommendations are subject to approval by the Waco City Council.

7.5 Right to Reject Proposals

Submission of a proposal indicates acceptance by the consultant of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Waco and the consultant selected.

The City of Waco reserves the right without prejudice to reject any or all proposals.

TERMS AND CONDITIONS

1. Release and Hold Harmless

1.1 Hold Harmless for Proposer Acts. Proposer covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to Proposer's activities under this CONTRACT, including any acts or omissions of Proposer, any agent, officer, director, representative, employee, consultant or subcontractor of Proposer, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. This provision for INDEMNITY and HOLD HARMLESS is solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

1.2 Proposer shall promptly advise the CITY in writing of any claim or demand against the CITY or Proposer known to Proposer related to or arising out of Proposer's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at Proposer's cost.

2. Requests for Interpretation.

2.1 Request in Writing. Any explanation desired by a proposer regarding the meaning or interpretation of this RFP, or any documentation or attachments as part and parcel of the RFP, must be requested in writing to the PURCHASING SERVICES DIVISION, P.O. BOX 2570, WACO, TX, 76702-2570 or may be emailed or faxed to the RFP Administrator as described hereinabove.

2.2 Sufficient Time Required. Such correspondence shall be submitted with sufficient time allowed for the City to evaluate and reply to all prospective proposers before the deadline for submitting a proposal as stated in this RFP. The RFP identifying number must appear on all correspondence and inquiries.

2.3 Oral Non-binding. Any non-written representations, explanations, or instructions given by City staff or City agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

3. Tax Certification; Offset of Other Debts Against City. Selected proposer hereby certifies that it is not delinquent in the payment of taxes owed to the City and will pay any taxes owed to the City so that such taxes will not become delinquent. If this certification is subsequently

determined to be false, such false certification shall constitute grounds for termination of the contract awarded under this RFP, at the option of City. Furthermore, Selected proposer agrees the City is entitled to counterclaim and offset against any debt, claim, demand, or account owed by the City to the selected proposer, pursuant to the awarded contract, for any debt, claim, demand, or account owed to the City, including other than the taxes mentioned above. The City may withhold from payment under the awarded contract an amount equal to the total amount of debts, claims, accounts, or demands including taxes owed to the City by the selected proposer. The City may apply the amount withheld to the debts and taxes owed to the City by the selected proposer until said debts are paid in full. No assignment or transfer of such debt, claim, demand or account after the said taxes or debts are due shall affect the right of the City to offset the taxes and the debt against the same.

4. Force Majeure.

4.1 In the event performance by the selected proposer of its obligations under this contract shall be interrupted or delayed by or as a consequence of a fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, the selected proposer shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith.

4.2 Vendor shall notify the RFP Administrator of any matter covered above, the occurrence of which interferes or threatens to interfere with the performance of any of its obligations under the contract. Upon such notice, the selected proposer and the City shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the contract.

5. Independent Contractor. The selected proposer will be an independent contractor under the contract. Professional services provided by the selected proposer shall be by the employees or authorized subcontractors of the selected proposer and subject to supervision by the selected proposer, and not as officers, employees or agents of the City. Selected proposer will be required and agrees to comply with all state and federal employment laws as well as all other federal, state and local laws, rules and regulations affecting the performance of all obligations taken herein.

6. No Joint Enterprise/Joint Venture. It is not the intent of this RFP or the contract to be awarded to create a joint enterprise or joint venture.

7. Sustained Damages. In the event the City terminates the awarded contract for breach or any other reason, the selected proposer shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the selected proposer or otherwise, and the City may withhold any payments to the selected proposer for the purpose of an offset until such time as the amount of damages due the City from the selected proposer can be determined.

8. Confidentiality of Documents.

8.1 ALL PROPOSALS SUBMITTED WILL BE SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT. On each page where confidential information appears, the proposer must label the confidential information. **Failure to so label the confidential information shall be considered as a waiver of any confidentiality rights or interests by the proposer.** Disclosure of requested information will be determined in accordance with the Texas Open Records Act. You are not encouraged to submit such data and information unless it is absolutely required to understand and evaluate your response. If such data and information is submitted, you agree that the City shall not be liable for disclosure of such data and information if the data:

- Is or becomes publicly available; or
- Was known to the City without restriction at the time of receipt; or
- Is disclosed inadvertently despite the exercise of the same degree of care as the City takes to preserve and safeguard its own proprietary information; or
- Was independently developed by the City; or
- Is obtained from a third party which has an unrestricted right to disclose the information.

8.2 In the event a request for public information is filed with the City which involves a proposer's proprietary information submitted to the City in a proposal, the proposer affected by such public information request will be notified by the City of the request in order to give the affected proposer an opportunity to provide correspondence to the Attorney General as to why such information should not be released.

9. Subcontracting Proposal. If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the proposer under this RFP, must be provided and clearly identified in the proposal. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

10. Miscellaneous.

10.1 There is no expressed or implied obligation for the City to reimburse proposers for any expenses incurred in preparing proposals to respond to this RFP.

10.2 During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

10.3 The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether or not that proposal is selected.

10.4 Each proposal shall state that it is valid for a period of ninety (90) days from the date of opening of the proposal by the City.

11. Non-negotiable Terms. THE FOLLOWING TERMS OR CONDITIONS ARE NOT NEGOTIABLE:

- 11.1 Unfunded Liability.** The City will not incur a debt or obligation to pay selected proposer any amounts the City does not have the current funds available to pay, unless the contract includes a provision for the City to appropriate funding for the debt or obligation.
- 11.2 Indemnification.** The City will not agree to indemnify selected proposer or any third party unless the City decides on its own to set aside funds to fund the indemnification.
- 11.3 Advance Payments.** The City will not make advance payments to a selected proposer or any third party pursuant to this RFP or resulting contract.
- 11.4 Gift of Public Property.** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected proposer.
- 11.5 Procurement Laws.** The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws, including its own charter.
- 11.6 Limitation of Liability.** The City will not agree to allow the selected proposer to limit its liability for breach or default of contract to the contract amount or to the amount the City has paid up to the time of the breach or default.
- 11.7 Attorney's fees; Legal Costs.** The City will not agree to pay the selected proposer's attorney's fees or other legal costs under any circumstances.
- 11.8 Venue; Applicable Law.** This RFP and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the RFP are fully performable in McLennan County, Texas and venue for any dispute regarding contract shall be in McLennan County, Texas.

ATTACHMENT 1

AUTHORIZED SIGNATURE PAGE

The undersigned agrees, if this offer is accepted within 90 calendar days after date of opening, to fully comply in strict accordance with the information provided in response to the Request For Proposal.

Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Telephone: _____

Fax: _____

Date: _____

THIS COMPLETED FORM MUST BE RETURNED WITH PROPOSAL

ATTACHMENT 2

CORPORATION AUTHORITY AND RESOLUTION

When an instrument is signed on behalf of a corporation, documentation must be submitted that states the person signing on behalf of the corporation has the authority to do so. That documentation may be in the form of a resolution approved by the Board of Directors, charter provisions, or by-laws.

If a corporation has a document authorizing one or more individuals to enter into contracts or execute and deliver any instrument in the name of the corporation that it may deem necessary for carrying on the business of the corporation, a certified copy of that document may be submitted. The secretary of the corporation must certify that the submitted document is a true and correct copy of the resolution and has not been revoked, amended, or altered and is still in full force and effect. (A certification form is presented below for your convenience.)

If a corporation does not have such a document authorizing someone to enter into a contract on behalf of the corporation, a resolution form is attached for your convenience.

CERTIFICATION

I, _____, certify that the attached resolution was
(Secretary of Corporation)

adopted by the Board of Directors of _____
(Corporation)

at a meeting on the ____ day of _____, 20____, and has not been revoked, altered, or amended and is still in full force and effect.

(Signature)

(Print Name), Secretary

RESOLUTION

BE IT RESOLVED by the Board of Directors of _____ that
(Name of Corporation)
_____ is hereby authorized to execute a contract with the City of
(Name)

Waco, Texas, for Destination Marketing Services Consultant, pursuant to City of Waco RFP No. 2010-021.

Said _____, Secretary, is authorized to attest the signature binding the corporation.

Corporate Name

(Corporate Seal)

By: _____

Title: _____

ATTEST:

Secretary of Corporation

CERTIFICATION

I, _____, certify that the above resolution was adopted by the
(Secretary of Corporation)

Board of Directors of _____ at a meeting held on the ____ day of
(Corporation)
_____, 20____.

(Signature)

(Print Name), Secretary)

ATTACHMENT 3

DRUG-FREE WORK PLACE ACT CERTIFICATION

1. The contractor certifies that it will provide a drug-free work place by:
 - (a) Publishing a statement notifying employees that unlawfully manufacturing, distributing, possessing or using a controlled substance in the contractor's work place is prohibited and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the work place;
 - (2) the contractor's policy of maintaining a drug-free work place;
 - (3) any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations in the work place.
 - (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a).
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.
 - (e) Notifying the City of Waco within ten (10) days after receiving notice under subparagraph (d) (2), from an employee or otherwise receiving actual notice of such conviction.
 - (f) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (d) (2), with respect to any employee so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination;
or
 - (2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - (g) Making a good faith effort to continue to maintain a drug free work place through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The contractor's headquarters is located at the following address. The addresses of all other work places maintained by the contractor are provided on the accompanying list.

Name of Contractor: _____

Street Address: _____

City: _____

County: _____

State: _____

Zip Code: _____

SIGNED BY: _____

PRINT OR TYPE NAME AND TITLE: _____

DATE: _____

THIS COMPLETED FORM MUST BE RETURNED WITH PROPOSAL

ATTACHMENT 4



CITY OF WACO

Post Office Box 2570
Waco, Texas 76702-2570
254 / 750-8060
Fax: 254 / 750-8063
www.waco-texas.com

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Project Name: _____
Location: _____
RFB/RFP #: _____

THIS DEBARMENT FORM MUST BE SIGNED AND SUBMITTED ALONG WITH THE BID/PROPOSAL

**TO: CITY OF WACO
GENERAL SERVICES
P.O. BOX 2570
WACO, TX 76702-2570**

This certification is required or may be required by the regulations implementing Executive Order 12549. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the City of Waco General Services Department.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
- (2) Where the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company

Name and Title of Authorized Representative

Signature

Date

THIS COMPLETED FORM MUST BE RETURNED WITH PROPOSAL

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is providing the certification.
2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, "without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 5

LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of Waco or any other Federal, State or Local Government, or Private Entity?

Circle One YES NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of Waco or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

COMPLETED FORM MUST BE RETURNED WITH BID/PROPOSAL

ATTACHMENT 6

CITY OF WACO Purchasing Services Minority/Women Owned Business Certification

The City of Waco is committed to assuring that all businesses are given prompt, courteous, and equal opportunity to provide goods and services to the City. To achieve this goal, the City Council requests the minority women owned status of each vendor on the City vendor list.

Definition: A Disadvantaged Minority and Woman owned Business Enterprise means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black, Non-Hispanic, Native American, Asian or Pacific Islander, Hispanic, and Women.

Certification: Proposer declares a minority and/or women owned business status:

___ YES ___ NO

If yes, check one of the blocks (indicate male or female):

Black, Non-Hispanic M/F___; Native American M/F___;

Asian or Pacific Islander M/F___; Hispanic M/F___. Woman Owned ____.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE:_____

MUST BE SUBMITTED WITH YOUR BID/PROPOSAL

ATTACHMENT 7

BID AND PROPOSAL PROTEST PROCEDURE

Adopted October 12, 2004

1. Any actual or prospective bidder or proposer who believes they are injured as a result of a bid or proposal posted by the City of Waco may file a protest. Only written protests may be considered. A written protest includes a protest sent by email or facsimile to the purchasing services department of the city.
2. The protest must be in writing and delivered to the purchasing services department of the City of Waco. The protest may be delivered in person to the department offices located at **1415 North 4th Street, Waco, Texas**, or by certified mail, return receipt requested, to the following address:

**Purchasing Services
c/o City of Waco
Post Office Box 2570
Waco, Texas 76702-2570**

3. The department must receive the written protest within five (5) business days from the date of receipt of notification of city staff's bid award recommendation being submitted to the Waco City Council for award.
4. The written protest must include the following information before it may be considered by the city:
 - (a) name, mailing address, and business phone number of the protesting party;
 - (b) identification of the bid or proposal being protested;
 - (c) a precise and concise statement of the reason or reasons for the protest which should provide enough factual information to enable the city to determine the basis of the protest; and
 - (d) any documentation or other evidence supporting the protest.
5. The purchasing services department, in necessary conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the purchasing services director's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the city manager or designee assistant city manager.
6. If the purchasing services department is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the city manager or designee assistant city manager.
7. A request for the city manager's review must be in writing and received by the purchasing services department within three (3) business days from the date the purchasing services department informs the protesting party the protest cannot be resolved. The request for review

must be delivered in person to the purchasing services department at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.

8. If a protesting party fails or refuses to request a review by the city manager within the three (3) days, the protest is deemed finalized and no further review by the city is required.
9. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the purchasing services department before review by the city manager. If the protesting party requests a review by the city manager, such documentation will be forwarded to the city manager or designee assistant city manager for consideration. The city manager or designee assistant city manager may likewise notify the protesting party or any city department to provide additional information.
10. The decision reached by the city manager or designee assistant city manager will be final, but the protesting party may still appear before the city council during the hearing of visitors session.

ATTACHMENT 8

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, as amended by H.B. 1491 passed in 2007, requires certain persons who wish to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

What vendors/persons are subject to Chapter 176?

- The word “person” includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the city.
- Any “person” who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$250 in the 12 month period preceding the date a contract is executed or a contract is being considered

What triggers the requirement to file a “conflict of interest questionnaire”?

When a person begins (1) contract discussions or negotiations with the city or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the city initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the city, Form CIQ must be completed and submitted

To what type of contracts does the bill apply?

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift..

What has to be revealed?

Section 176.006 requires disclosure of a person’s employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with

respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ 2:

1. Fill in the full name of the person who is trying to do business with the City. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Waco or begins contract discussions or negotiations with the City.
3. Complete this Section by listing the name of the local government officer (member of City Council or City Manager) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C.
If there is more than one local government officer (City Council or City Manager) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.
4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
7. Describe each employment or business relationship with the local government officer named on the form.
8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

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 doing business with local governmental entity.**RFB / RFP / Contract No.****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

