



City of Manor

REQUEST FOR PROPOSALS

Proposal Reference Number: 2023-27

Project Title: City Branding and Ongoing Communications Services

Proposal Closing Date: June 2, 2023

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City of Manor, Texas
Request for Proposals
Introduction

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

2. Definitions

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

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

City of Manor ("City"): The City of Manor, Texas.

City Secretary's Office: The office of the City Secretary of the City of Manor, located at 105 E. Eggleston St., Manor, Texas 78653. (512) 272-5555.

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

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

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

3. General Information

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

4. RFP Withdrawals and/or Amendments

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

5. Proposal Submittal Requirements

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

- B. **Submittal Deadline:** The deadline for submittal of Proposals shall be 10:00 A.M. (CST), Friday, May 26, 2023. It is the Proposer's responsibility to have the Proposal Documents correctly submitted by the deadline. No extensions will be granted and no late submissions will be accepted.
- C. **Key Events Schedule:**

Proposal Release Date	3:00 PM (CST) Friday, May 19, 2023
Sealed Proposals Due to City	10:00 AM (CST) Friday, June 2, 2023
Anticipated Committee Evaluation Review	Tuesday, June 6, 2023
Anticipated City Council Approval	Wednesday, June 21, 2023
Anticipated Contract Award	Friday, June 23, 2023

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

6. Proposal Evaluation and Contract Award

- A. **Proposal Evaluation and Contract Award Process:** All proposals must not exceed \$50,000. The City will evaluate all proposals to determine which proposers are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. The City reserves the right to determine which proposal will be most advantageous to the City.
- B. **Proposal Evaluation Factors:**

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

- C. **Completeness:** If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP,

City alone will determine whether the variance is so significant as to render the Proposal non- responsive, or whether the variance may be cured by the Proposer or waived by the City, such that the Proposal may be considered for award.

- D. Ambiguity: Any ambiguity in the Proposal as a result of omission, error, lack of clarity or non- compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix A- Scope of Services or Appendix B- Proposal, the Appendices shall prevail.
- E. Sub-Contractor/Partner Disclosure: A single firm or multiple firms may propose the entire solution. If the proposal by any firm requires the use of subcontractor, partners, and/or third-party products or services, this must be clearly stated in the proposal. The firm submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by subcontractor.
- F. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- H. Terminate for Cause: The occurrence of more of the following events will justify termination of the contract by the City of Manor for cause:
 - i. The successful proposer fails to perform in accordance with the provisions of these specifications; or,
 - ii. The successful proposer violates any of the provisions of these specifications; or,
 - iii. The successful proposer disregards laws or regulations of any public body having jurisdiction; or,
 - iv. The successful proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
 - v. If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Manor may terminate the contract by giving the successful proposer seven (7) days written notice. In such case, the successful proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi. When the contract has been so terminated by the City of Manor, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- I. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed, to the extent said services are satisfactory.

Appendix A - Scope of Services

1. **Project Title:** City Branding and Ongoing Communications Services

2. **Background and Scope of Services:**

Located in eastern Travis County, the City of Manor has experienced explosive growth that has transformed what was a small, rural town of 1,200 people just 20 years ago into a thriving community of more than 18,000 residents today.

With Manor's growth projected to continue in the coming years, the City seeks to create a new brand identity that captures the unique personality and strengths of the evolving community and helps distinguish it from other fast-growing Central Texas municipalities.

Ultimately, the City aims to define the community as a highly and uniquely desirable place to live, visit, build a career or locate a business.

The City of Manor seeks the services of an experienced public relations and branding consultant to help develop this unique brand and tell the positive story of Manor on an ongoing basis as the City's public agency of record.

PROJECT SCOPE

- A. **Develop a New Brand** - The City seeks to develop a distinct, comprehensive brand that will visually represent Manor and its place within Central Texas. The consultant should demonstrate experience with municipal branding.

The selected firm will be expected to complete the following:

- **Market Research** - Complete an audit of the City's existing brand and materials; analyze branding of neighboring Central Texas municipalities; work with key stakeholders to better understand what sets Manor apart.
- **Brand Development** - Create an eye-catching brand that is visually appealing, memorable and flexible enough to work across departments.
- **Brand Positioning and Messaging** - Update the City's messaging to capture the spirit of Manor and ensure all departments are talking about the City in the same way.
- **Collateral Development** - Once the new brand is finalized, create collateral, gateway and wayfinding signage to deploy across the City of Manor.

- B. **Ongoing Marketing and Communications** - the City seeks a firm that will also serve as its public relations agency of record. This firm will assist with all forms of communication across all City departments and entities including: City Council, the Police Department, Public Works, Tourism, Human Resources, Economic Development and Finance.

The selected firm will be expected to assist with the following:

- **Communications Strategy** - The consultant will help devise and implement communications strategies identified and as needs arise, providing staff with counsel on messaging, stakeholder outreach, communication channels and reputation management. The consultant should have a thorough understanding of the issues and needs of the local environment and of Central Texas in general.
- **Media Relations** - The consultant will work with the City to secure opportunities to proactively tell the positive story of Manor through traditional media and assist with media inquiries. The consultant should demonstrate experience with and knowledge of the Central Texas media landscape.
- **Media Training** - The consultant will conduct media training for City spokespeople across departments.
- **Crisis Communications** - The consultant will provide counsel to staff and help coordinate the City's communication with the public and the media when crises arise. The consultant should demonstrate experience with crisis communications, ideally as relates to municipalities or public entities.
- **Public Education and Community Engagement** - The City may need to conduct education campaigns in support of future bond and other elections. The consultant should be able to demonstrate a history of successful public education and community engagement efforts for bond elections in Central Texas.
- **Wayfinding and Signage throughout the City** – design, placement and frequency
- **Recruitment** - As Manor grows, so do the staffing needs across departments. The consultant will be expected to develop a recruitment strategy, work with staff to implement that strategy, create materials, etc.

Appendix B - Proposal

Submittal Checklist: (To determine validity of proposal)

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

All proposals submitted to the City of Manor shall include this page with the submitted Proposal

RFP Number:	2023-27		
Project Title:	City Branding and Ongoing Communications Services		
Submittal Deadline:	10 a.m. (CST) Friday, June 2, 2023		
Submittal Location:	Manor City Hall Attn: City Secretary's Office 105 E. Eggleston St. Manor, Texas 78653		
Proposer Information:			
Proposer's Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #			
Phone Number		Fax Number	
E-Mail Address:			
<u>Proposer Authorization</u>			
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer. Printed Name and Position of Authorized Representative: _____ Signature of Authorized Representative: _____ Signed this, _____ (day) of _____ (month), _____ (year)			

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

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

1. Proposal Format

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

- E. References: Proposer shall provide three (3) references where Proposer has performed similar to or the same types of services as described herein. Please include Municipal references.

Reference #1

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

Reference #2

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

Reference #3

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

F. Additional Information: Provide the following, along with a signed Conflict of Interest Questionnaire.

- i. Trade Secrets and/or Confidential Information: This proposal ☐ (does) ☐ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.
- ii. Federal, State and/or Local Identification Information:
 - a. Centralized Master Bidders List registration number: _____
 - b. Prime contractor HUB / MWBE registration number: _____
 - c. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # _____ - _____ - _____
- iii. Cooperative Governmental Purchasing Notice: Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFB from the successful Bidder, all purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

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

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

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

1. Delivery of Products and/or Services

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

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- D. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be

delivered to the City.

- E. Gratuities/ Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- F. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- G. Required Licenses: Proposer certifies that they hold all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- H. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

3. Financial Responsibility Provisions

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

Appendix C - Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

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

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

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of the City of Manor who have authority to sign contracts on behalf of the City.

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

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

WHEN: The person or business must file:

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.00G(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

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

☐

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.)

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 176.00'1(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.

Signature or person doing business with the governmental entity

Date

Appendix D – Professional Service Agreement (Example)

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, the “Agreement”) is made and entered into as of this _____ day of _____, 20__ (the “Effective Date”), by and between the City of Manor, Texas, a Texas home rule municipality (hereinafter, the “City”) and _____, a Texas _____ (hereinafter the “Consultant”).

That, for and in consideration of the mutual terms, conditions and covenants of this Agreement and the accompanying documents between City and Consultant as set forth therein, the City and Consultant agree to the following terms and conditions of Agreement:

I. Project and Employment.

- a. The City agrees to employ the Consultant to perform the professional services for the purpose of _____ (hereinafter, the “Project”) as described in greater detail in the Consultant’s proposal and the various attachments attached thereto which are attached to this Agreement as **Exhibit A** and incorporated by reference herein. Should any term or condition in **Exhibit A** conflict with any term or condition in this Agreement, the term and conditions in this Agreement shall control.
- b. Notwithstanding anything to the contrary contained in this Agreement, City and Consultant agree and acknowledge that City is entering into this Agreement in reliance on Consultant’s special and unique abilities. Consultant accepts the relationship of trust and confidence established between it and City by this Agreement. Consultant acknowledges that Consultant shall be solely responsible for determining the methods for performing the services described in **Exhibit A**. Consultant covenants with City to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of City in accordance with City’s requirements, in compliance with applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Consultant warrants, represents, covenants, and agrees that all of the work to be performed by Consultant under or pursuant to this Agreement shall be done (i) with the Consultant skill and care ordinarily provided by competent [professionals, engineers or architects], as the case may be, practicing under the same or similar circumstances and applicable Consultant license; and (ii) as expeditiously as is prudent considering the ordinary Consultant skill and care of a competent [professional, engineer or architect], as the case may be.
- c. The Consultant will be responsible for supplying all tools and equipment necessary for the Consultant to provide the services set forth in **Exhibit A**.
- d. The City may, from time to time require changes in the scope of services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendment to this Agreement.
- e. All reports, plans, specifications, computer files and other documents prepared by Consultant for which Consultant has been compensated pursuant to this Agreement shall be the property of City. Consultant will deliver to City copies of the prepared documents and materials. Consultant shall make all documents and related data and material utilized in developing the documents available to City for inspection whenever requested. Consultant may make copies of any and all such documents and items and retain same for its

files. Consultant shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than Consultant subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.

- f. This Agreement will begin on the Effective Date and shall expire on the completion of all the tasks required under this Agreement or the ____ day of _____, 20__, whichever occurs first.
- g. The Consultant will provide the scope of work as described in **Exhibit A**.
- h. In performing the services under this Agreement, the Consultant is acting as an independent contractor. No term or provision herein will be construed as making the Consultant the agent, servant, or employee of the City or as creating a partnership or joint venture relationship between the City and the Consultant.
- i. The cost of the Project will not exceed \$_____.00 and shall be paid by the City as the tasks are completed and accepted by the City on a monthly basis through invoices submitted by Consultant and as outlined in the following chart:

Project initiation	\$
	\$
	\$
Report	\$
Total	\$

- j. Any additional professional services or other expenses must be approved by the City and those amounts amended to this Agreement.
- k. The Consultant will begin work on the Project _____, 20__, or as soon as a notice to proceed is provided to Consultant, and will complete the Project by _____, 20__.

II. Other Provisions:

- a. Termination. This Agreement may be terminated by the City upon thirty (30) days written notice to Consultant in the event that the Project is abandoned or indefinitely postponed in which event, Consultant shall be compensated for all services performed to termination date.
 - i. Copies of all completed or partially completed reports prepared under this Agreement prior to the effective date of termination shall be delivered to City as a pre-condition to final payment.
- b. Choice of Law. It is contemplated that this Agreement shall be performed in Travis County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- c. **INDEMNIFICATION.** Consultant hereby expressly agrees to indemnify, protect and hold harmless the City, its officials and employees and its agents and agents' employees, from and against all claims, suits, demands, costs, causes of action, loss, damage and liability of every kind and nature, including reasonable attorney's fees, costs and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent that is caused by or results from any act of negligence, intentional tort, intellectual property infringement, failure to pay a subprofessional, or supplier, error or omission of Consultant or any of its subconsultants and/or subcontractors in connection with the performance of services under this Agreement, or failure to pay a subcontractor or supplier committed by Consultant or Consultant's agent, subconsultant under contract, or another entity over which Consultant exercises control; provided, however, Consultant shall not be responsible for the negligence of any other party, other than its subconsultants and/or

subcontractors. The Consultant's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained under this Agreement. This Section (Indemnification) shall survive termination and/or completion of this Agreement.

- d. NOTICES. Any and all notices under this Agreement shall be in writing and shall be delivered to the party entitled to receive the same by national courier services or U.S. Certified Mail, return receipt requested, addressed as follows (or as amended in writing in the future), or by other commercially reasonable means. Notice may not be given by email alone.

Notice to the City:

City of Manor
Attn: Scott Moore
105 E. Eggleston St.
Manor, TX 78653

With a copy to :

The Knight Law Firm, LLP
Attn: Paige Saenz
223 E. Anderson Lane
Austin, TX 78752

Notice to Consultant:

With a copy to:

- e. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the City and Consultant and their respective successors, executors, administrators, and assigns. Neither the City nor Consultant may assign, sublet, or transfer his interest in or obligations under this Agreement without prior written consent of the other party hereto.
- f. Compliance with Laws. Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Consultant shall furnish the City with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- g. This Agreement and exhibits represents the entire and integrated Agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Consultant. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF CITY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COUNCIL.
- h. ENTITY STATUS. By my signature below, I certify that Consultant is a Texas Corporation duly authorized to transact and do business in the State of Texas, and the individual executing this agreement on behalf of the Consultant is vested with the authority to bind the Consultant to this Agreement.
- i. Counterparts. This Agreement may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.
- j. Statutory Verifications.
- i. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Consultant represents that neither the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant (i) boycotts Israel or (ii) will boycott

Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

- ii. To the extent the Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, Consultant represents that the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- iii. The Consultant hereby verifies that it and its parent’s company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law; or (B) does business with a company described as by the preceding statement in (A).
- iv. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
- v. Form 1295. Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Consultant hereunder, Consultant shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

[SIGNATURE PAGES FOLLOW]

CITY OF MANOR,
a Texas municipal corporation

By: _____
Christopher Harvey, Mayor

Attest:

By: _____
Lluvia T. Almaraz, City Secretary

CONSULTANT:

a _____,
_____ corporation

By: _____

Name: _____

Title: _____

**EXHIBIT A
(SEE ATTACHED)**