Purchasing Division
200 W. Willis Street
Leander, TX 78641
www.leandertx.gov

Solicitation #S16-018

REQUEST FOR PROPOSAL
BEHAVIORAL WATER EFFICIENCY SOFTWARE

Responses Due: March 3, 2016

City of Leander

REQUEST FOR PROPOSAL
BEHAVIORAL WATER EFFICIENCY SOFTWARE

PART I

GENERAL

1. **PURPOSE**: The City of Leander, herein after "City", seeks to enter into an agreement with a qualified Individual, Firm or Corporation, herein "Respondent", to provide a behavioral water management software to better inform the City's end users of their water consumption habits. Software platform, herein "System", shall be turn-key and offer easy to use graphic user interface for both the City and water customers. Consumption habits shall be measurable and insight into usage and conservation recommendations shall be provided.

2. **BACKGROUND**: The City of Leander currently supports approximately 12,000 water customers. Water conservation is a priority for the City and for the end user. In this interest, the City seeks a System that can inform and guide customers as to their water usage habits with suggestions on how to reduce consumption.

Currently, the City deploys a mixture of manual read and radio frequency meters. This data is collected and billed monthly. This data is available to provide the successful respondent in a .CSV format.

3. **DEFINITIONS, TERMS AND CONDITIONS**: By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City's Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City's website by visiting **http://www.leandertx.gov/rfps.**

3.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.

4. **ATTACHMENTS:** The following attachment is herein made a part of the solicitation:

4.1. Attachment A: Reference Form

4.2. Attachment B: CIQ Form

5. **CLARIFICATION**: For questions or clarifications of specifications, you may contact:

Joy Simonton
Purchasing Agent
City of Leander
Telephone: 512-528-2730
jsimonton@leandertx.gov

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or

alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.

6. **RESPONDENT REQUIREMENTS**: The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.

6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the creation and support of behavioral water management platforms.

7. **BEST VALUE EVALUATION AND CRITERIA**: Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Proposed fees;
- Reputation of Respondent and of Respondent's services;
- Quality of the Respondent's services;
- The extent to which the services meet the City's needs;
- Respondent's past relationship with the City;
- Any relevant criteria specifically listed in the solicitation.

7.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

7.2. Response and associated pricing shall be valid for no less than ninety (90) days from the date of opening.

8. **COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

8.1.	Proposed Fee	**35 Points**
8.2.	Proposed System and Program Features	**50 Points**
8.3.	References	**15 Points**

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

9. **AGREEMENT TERMS**: The terms of the awarded agreement shall include but not be limited to the following:

9.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:

9.1.1. Solicitation document, attachments and exhibits;

9.1.2. Solicitation addendums, if applicable;

9.1.3. City's Definitions, Terms and Conditions;

9.1.4. Successful Respondent's submission.

9.2. The initial term and subsequent renewals of the resulting agreement shall reflect the proposal selected by the City.

9.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.

9.4. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.

10. **PRICE INCREASE OR DECREASE**: A price increase or decrease to the agreement may be considered at the renewal period based on the following:

10.1. Price increase cannot exceed 25% for the total cost over the term of the agreement;

10.2. The City may permit upward or downward price adjustments when correlated with the US Bureau of Labor Statistics Producer Price Index (PPI) for finished goods, Washington D.C. The price adjustment may be considered at the agreement renewal period. The baseline index shall be the index announced for the month in which the solicitations opened. Unit prices may be adjusted for each renewal period and extension period in accordance with changes in index. Index can be viewed at **http://www.bls.gov/ppi/**.

10.3. Prices can increase due to reasons of allocation or increased costs of raw material. Price increases due to increased costs of overhead are not permitted. Documentation showing increased costs of raw material will be required.

10.4. Price increase request shall be submitted to the City Purchasing Agent a minimum of 120 days prior to each renewal period. Vendor shall supply supporting documentation as justification for each request.

City of Leander
Purchasing Agent
ATTN: Joy Simonton
200 W. Willis Street
Leander, Texas 78641

jsimonton@leandertx.gov

10.5. Upon receipt of the request, the City reserves the right to either**:** accept the escalation as supported by the appropriate price index and make change to the purchase order within 30 days of the request, negotiate with the vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

11. **AWARD**: The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City.

11.1. City may, at its sole discretion, create a rotating list of those successful respondents to be available as needed.

11.2. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at **http://www.leandertx.gov/rfps.**

11.3. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of additional City employees and agents who may qualify

as local government officers. Click here **Chapter 176, Texas Local Government Code**, to review this requirement.

11.3.1. The Local Government Officers that may be involved in the selection and recommendation of this award are:

Christopher Fielder, Mayor
Andrea Navarrette, Council Member Place 1
Michelle Stephenson, Council Member Place 2
Shanan Shepherd, Council Member, Place 3
Ron Abruzzese, Council Member Place 4
Jeff Seiler, Council Member Place 5
Troy Hill, Council Member Place 6
Kent Cagle, City Manager
Tom Yantis, Assistant City Manager
Robert Powers, Finance Director
Joy Simonton, Purchasing Agent
Paige Saenz, City Attorney

11.3.2. A completed CIQ Form, herein Attachment B, is required with each response.

12. **PROMPT PAYMENT POLICY**: Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:

12.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or

12.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or

12.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or

12.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

13. **NON-APPROPRIATION**: The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE**: It is the City's intention to comply with the following solicitation timeline:

1.1. Solicitation released **February 18, 2016**

1.2. Deadline for questions **February 26, 2016**

1.3. City responses to all questions or addendums **February 29, 2016**

1.4. Responses for solicitation due at or before **3:00 PM** **March 3, 2016**

All questions regarding the solicitation shall be submitted in writing at or before 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, **http://www.leandertx.gov/rfps**. Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES**: Respondents shall be responsible for monitoring the City's website at **http://www.leandertx.gov/rfps** for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

3. **RESPONSE DUE DATE**: Signed and sealed responses are due at or before **3:00 PM,** on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

FedEx, UPS or Hand Deliver to:

City of Leander
Purchasing Department
200 W. Willis
Leander, Texas 78641

Mail to:

City of Leander
Purchasing Department
PO Box 319
Leander, TX 78646

3.1. Responses received after this time and date shall not be considered.

3.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and **"DO NOT OPEN"**.

3.3. Facsimile or electronically transmitted responses are **not acceptable**.

3.4. Late responses will be returned to Respondent unopened if return address is provided.

3.5. Responses cannot be altered or amended after opening.

3.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.

3.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.

4. **AGREEMENT NEGOTIATIONS**: In establishing an agreement as a result of the solicitation process, the City may:

4.1. Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.

4.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.

4.3. Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.

4.4. If negotiations are successful, enter into an agreement or issue a purchase order.

4.5. If not successful, formally end negotiations with that Respondent. The City may then:

4.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.

4.5.2. The City shall continue this process until an agreement is entered into or all negotiations are terminated.

4.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.

5. **POST AWARD MEETING**: The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:

5.1. Identify specific milestones, goals and strategies to meet objectives.

6. **COSTS INCURRED:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III

SPECIFICATIONS

1. **SCOPE**: The City of Leander, seeks to enter into an agreement with a qualified Respondent to provide a behavioral water management software to better inform the City's end users of their water consumption habits.

System shall utilize City's monthly water consumption data from meter usage reports to create a direct mail water use report for water customers. Information shall also be available to customers in an on-line portal and smart phone app with appealing graphic user interface and a City-facing dashboard shall be available to City staff.

2. **GOAL**: The goal of the System and program is to communicate with Leander single family residents regarding their water consumption habits and make recommendations helpful to conserve water as data can be compared to similar-sized households.

2.1. A test group, or sampling, of residential households shall be identified and launched to measure against a control group that will not immediately participate in the program. Response and behavioral changes shall be measureable against the control group to evaluate the effectiveness of the program. These metrics shall be used with the goal of determining of the program should be expanded throughout the City.

2.2. System shall provide for tracking and quantifying the awareness of the program and the water savings realized.

3. **LEAK DETECTION**: System may also provide insight into leak detection and type of leak for residents.

4. **HOUSEHOLD COMPARISONS**: System shall provide algorithm to establish normative associations of area household water consumption to allow for comparisons.

5. **CUSTOMER FACING WEB APPLICATION AND SMART PHONE APP**: System shall provide web-based portal application with secure registration and login capability for residents. Portal shall be accessible via smart phone application.

6. **CITY-FACING DASHBOARD**: System shall provide a City-facing web based dashboard that provides insight and metrics to progress and results. The dashboard shall be secure and only viewable by authorized City staff with login capabilities. Dashboard information and statistics may include but not be limited to:

6.1. Customer profiles and account;

6.2. Data files;

6.3. Map displaying residence location;

6.4. Water savings;

6.5. Portal usage;

6.6. Control group vs. recipient group comparisons;

7. **BRANDING**: Program material, to include but not be limited to, direct mail pieces and the web portal, shall be branded with City of Leander logo. The customer web application shall provide working links to City sites to be decided in coordination with City staff.

8. **CUSTOMER BEHAVIORAL INFORMATION:** The information provided to customers via portal or direct mail may include but not be limited to:

8.1. Water consumption (gallons per day);

8.2. Historical water use comparisons;

8.3. Water use comparisons among similar households;

8.4. Estimated end-uses of water (i.e. irrigation, showers, etc.) for each household;

8.5. Personalized water savings recommendations based on the customer's household profile and consumption history;

8.6. Customer driven pledges to implement specific water conservation actions and estimated water savings from those potential actions;

8.7. Household profile updates and estimates of water use changes as a result of changes to household profile.

9. **OPT IN**: System shall allow a Leander resident to opt into the program should they see their neighbor participating and want to also participate.

10. **TECHNICAL SUPPORT**: Successful respondent shall provide technical support for web applications via phone and e-mail at no additional charge.

10.1. Technical support shall be available, at a minimum, Monday through Friday from 8:00 – 5:00 CST;

11. **HOSTING AND SECURITY**: The successful respondent shall provide a cloud based hosting solution that provides the latest industry security and privacy controls.

12. **LAUNCH AND IMPLEMENTATION**: An implementation plan shall be presented to the City to include but not be limited to:

12.1. A welcome letter designed and mailed to program residents to inform participants about the program. Letter shall be from a designated City representative or department.

12.2. A customer survey to be sent to program participants to gauge occupancy rates, fixtures and appliances and customer engagement.

12.3. Successful respondent shall advise on the selection of the participating and control groups;

12.4. Successful respondent shall offer production and mailing services for mail piece;

12.5. Successful respondent shall provide recommendation on frequency of mailing;

13. **CITY STAFF TRAINING:** City shall receive adequate on-site training on data transfer and City-facing dashboard.

14. **PROJECT MANANGEMENT:** Successful respondent shall provide implementation, launch and project management services throughout the contract term. Project management shall include but not be limited to:

14.1. Kick off, goal setting and project design;

14.2. Scheduling;

14.3. Training;

14.4. Program design;

14.5. Interim progress and measurement meetings;

14.6. Expansion and scalability services as program grows.

15. **CITY CONTACT**: City shall designate staff member to be point of contact for successful respondent.

16. **APPLICABLE LAWS:** Successful respondent shall comply with all applicable federal, state, county and city ordinances and regulations in performing all services to be rendered under this Agreement. The City will comply with all applicable federal, state, county and city ordinances and regulations in maintaining the Pool's facilities.

PART IV

RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS**: To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses **shall not exceed twenty (20) pages** in length (excluding title page, index/table of contents, work sample attachments (on CD) and dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

The Respondent shall submit **one (1) original signed paper copy and two (2) copies** of its Response.

In addition, the Respondent shall submit one (1) CD or flash drive, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The CD or flash drive shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission." **Failure to provide a CD or flash drive may result in disqualification for award.**

If supplemental materials are included with the Response, each CD or flash drive must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

TAB #1

1.1. Title Page (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.

1.2. Letter of Transmittal (1 page) – Identify the services for which the solicitation has been prepared.

1.2.1. Briefly state your firms understanding of the services to be performed and make a positive commitment to provide the services as specified.

1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, telephone number(s) and e-mail address.

1.2.3. The letter of transmittal shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.

TAB #2

1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

TAB #3

1.4. Firm Profile and References – Provide detailed information on the firm and firm history to include date founded.

1.4.1. Respondent shall provide the name, address, telephone number and e-mail address of a primary contact for at least three (3) municipalities or organizations of similar size that have utilized similar services from your organization, within the last three (3) years. Include a brief overview of the work performed with associated fees charged. References may be checked prior to award. Any negative feedback received may result in disqualification of submittal. Attachment A may be used for a portion of the response.

1.4.2. Respondent shall provide information on size and resources of the firm.

TAB #4

1.5. Program and System Overview – Provide detailed information of System features to support City of Leander's needs as specified. Overview shall include but not be limited to:

1.5.1. How the system analyses data and measures against a control group;

1.5.2. Proposed frequency of mailings;

1.5.3. Proposed number of households to participate;

1.5.4. Explanation of how the program's effectiveness will be measured;

1.5.5. Outline of program's scalability;

1.5.6. Screen shots of customer portal, smart phone app and City-facing dashboard;

1.5.7. Sample of direct mail piece showing how information is communicated;

TAB #5

1.5.8. Estimated time to launch program.

1.6. City of Leander Training and Technical Support: Overview of City of Leander staff training program. Training shall be included in Fee Proposal.

TAB #7

1.6.1. Explaination of technical support offered.

1.7. Fee Proposal – Respondent shall provide an **all-inclusive**, per-year fee proposal for 2, 3, 4 and 5 year agreement term.

TAB #8

1.8. CIQ Form: Attachment B, the Conflict of Interest Questionnaire must be completed and returned with the response.

PART V

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

   1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

   1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS**: The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link:
   http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset

   Sec. 9.05.007 Persons doing business with the city

   (a) Persons seeking discretionary contracts.

   (1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in sections 9.05.004 and 9.05.005 of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.

   (2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.

   (b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:

   (1) An employee or officer of the city that advises or makes presentations to the board or city body; or

   (2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical

standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

Sec. 9.05.009(f) Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars ($500.00) or more each quarter, or for a total of twenty-five hundred dollars ($2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.

ATTACHMENT A

RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Leander references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1. Company's Name _____
   Name of Contact _____
   Title of Contact _____
   E-Mail Address _____
   Present Address _____
   City, State, Zip Code _____
   Telephone Number ( ) Fax Number: ( )

2. Company's Name _____
   Name of Contact _____
   Title of Contact _____
   E-Mail Address _____
   Present Address _____
   City, State, Zip Code _____
   Telephone Number ( ) Fax Number: ( )

3. Company's Name _____
   Name of Contact _____
   Title of Contact _____
   E-Mail Address _____
   Present Address _____
   City, State, Zip Code _____
   Telephone Number ( ) Fax Number: ( )

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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