

CITY OF NEW BRAUNFELS



REQUEST FOR PROPOSALS

Heavy Equipment Rental Solicitation # RFP 22-032

Date Issued: August 8, 2022

**RESPONSES MUST BE RECEIVED NO LATER THAN:
3:00 P.M. CST September 1, 2022**

New Braunfels Purchasing Department: Phone: 830-221-4081
Email: pmcdonald@newbraunfels.gov



SOLICITATION AND OFFER

City of New Braunfels
Purchasing
550 Landa St
New Braunfels, Texas 78130

Solicitation Number: 22-032	<input type="checkbox"/> Invitation for Bid (IFB) <input checked="" type="checkbox"/> Request for Proposal (RFP)	Date Issued: August 8, 2022
Heavy Equipment Rental		

SOLICITATION

Proposers must submit sealed Proposals containing one (1) signed original hardcopy and one (1) in electronic format (USB). Electronic Bid submissions do not require original hardcopy and USB to be submitted.

Questions concerning RFP must be received, by email only, prior to **5:00P.M. CT on August 25, 2022.**

Proposals will be received at the Office of the City Secretary at the address shown above until: **3:00 P.M. (CT), September 1, 2022.**

There will not be a public opening. Proposals received after the time and date set for submission will be returned, unopened, upon request.

For information regarding this solicitation, contact:	Paige McDonald, Assistant Purchasing Manager	Email: pmcdonald@newbraunfels.gov Phone: (830) 221-4081
<small>(NO collect calls, Telegraphic, Email, or Fax offers accepted)</small>		

5% Proposal Bond Required:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	(If YES, See information in Section 5)
100% Payment Bond Required:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	(If YES, See information in Section 5)
100% Performance Bond Required:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	(If YES, See information in Section 5)

OFFER

(This portion must be fully completed by Proposer.) Proposer will comply with the General Terms and Conditions required by the City of New Braunfels.

In compliance with the above, the undersigned offers and agrees to furnish any or all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein.

CONTRACT AWARD SHALL INCLUDE ALL ASSOCIATED SOLICITATION DOCUMENTS, ATTACHMENTS, AND ADDENDA.

SIGNATURE IS MANDATORY; MANUALLY SIGN ORIGINAL DOCUMENT. SIGNATURE SHOULD ALSO BE REFLECTED ON USB COPY.

Name and Address of Proposer:	Name and Title of Person Authorized to Sign Offer: E-Mail Address: Phone Number:
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Signature:	Date:
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Name, Address, Email and Telephone Number of Person authorized to conduct negotiations on behalf of Proposer.

(Applies to Request for Proposal only)

**SECTION 2
TABLE OF CONTENTS**

SECTION 1 – SOLICITATION AND OFFER	2
SECTION 2 – TABLE OF CONTENTS	3
SECTION 3 – INSTRUCTIONS FOR RESPONSE	4
SECTION 4 – SCOPE OF WORK	6
SECTION 5 – EVALUATION OF PROPOSALS	7
SECTION 6 – AWARD OF CONTRACT	10
ATTACHMENT A – PROPOSAL FORM	11
ATTACHMENT B – COMPANY INFORMATION	13
ATTACHMENT C – VENDOR CERTIFICATIONS	14
ATTACHMENT D – EXCEPTIONS AND ALTERNATIVES FORM	16

**SECTION 3
INSTRUCTIONS FOR RESPONSE**

3.1 SUBMISSION OF PROPOSALS

- (a) Electronic Bidding. The City of New Braunfels has partnered with its third-party vendor, Texas Purchasing Group (BidNet Direct) as its e-procurement site. For this Request for Proposal, electronic bid submission is another option available to Proposers. The link to BidNet Direct website: <https://www.bidnetdirect.com/texas/city-of-new-braunfels>.

You must register on their site prior to your electronic submission. If you have any problems completing your vendor registration or submitting your electronic bid, please contact BidNet at (800) 835-4603, Option 2, to speak with live customer support.

- (b) Deliver your Proposal, or changes to your Proposal, in SEALED ENVELOPES OR PACKAGES identified on outside with Proposer’s name and address. Failure to submit Proposal in this manner may subject Proposer to disqualification. **Proposal may be delivered in person to the New Braunfels City Hall, or by Express Mail or delivery service to:**

**City of New Braunfels
City Secretary’s Office/Front Lobby
ATTN: Purchasing
550 Landa Street
New Braunfels, TX 78130**

The outside of the Proposal envelope or package **must state**:

**“RFP 22-032 Heavy Equipment Rental
Proposal Due Date: September 1, 2022, 3:00 P.M. CT”**

It is the sole responsibility of the Proposer to ensure timely delivery of the Proposal. Owner will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Proposer.

PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME WILL NOT BE ACCEPTED OR CONSIDERED.

- (c) Proposals may not be withdrawn after the time set for the closing, unless approved by the City.

3.2 PROPOSED SOLICITATION SCHEDULE

DATE	MILESTONE
August 8, 2022	RFP issued on https://www.bidnetdirect.com/texas/city-of-new-braunfels and https://www.nbtexas.org/2694/Active-Solicitations
August 25, 2022	Deadline to receive questions shall be 5:00 P.M.
September 1, 2022	Proposal submission deadline – 3:00 P.M.
Sept 2022	Anticipated Contract

3.3 TERMS AND CONDITIONS

Terms and Conditions that apply to this solicitation can be found at <https://www.nbtexas.org/DocumentCenter/View/23388/CONB-Purchasing-Standard-Terms-and-Conditions>

3.4 PROPOSAL CONTENT

Proposers shall limit proposals to 30 pages exclusive of tabs and forms. Each proposal, completed and signed by person(s) authorized to bind individual or legal entity, shall include the following in one envelope/package:

- **TAB 1: Solicitation and Offer Form:** Proposer must complete and sign form located on Page 2.
- **TAB 2: Documents:**
 - a. **ATTACHMENTS A, B, & C**
 - b. **Acknowledgement of Addenda, if applicable**
- **TAB 3: Equipment Portfolio and Rental Term**
 - Provide pricing information and portfolio details for the model(s) of equipment you are proposing along with geographic availability. List any geographic limitations for equipment availability. Please include details related the time of year that models are updated.
 - What is your minimum rental term for equipment?
 - What does the rental cost include (i.e., freight, on-site service, etc.)?
 - Provide a copy of your standard rental agreement.
- **TAB 4: Customer Service and Response Time**
 - The Proposer shall introduce the company, its qualifications, and the key team member(s) likely to work with the City. This section should also include information on communications, availability of inventory, and mechanical response times.
- **TAB 5: Cost of Services**
 - Provide a per week, per month, and per year rental rates for all locations that your firm can provide rental equipment and services and any discounts offered. All proposed pricing must be either line-item pricing or percentage discount from catalog pricing, or a combination of these:
 - Line-item Pricing is pricing based on each individual product or services. Each line must indicate the Offeror’s published “List Price,” as well as the “Contract Price.”
 - Percentage Discount from published rental rates is based on a percentage discount for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings.
 - Offerors should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Offeror. Additionally, Offerors should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.
- **TAB 6: Deviations from Request for Proposal:**
Reference Attachment D – Exceptions and Alternatives Form. Proposer is to indicate any deviations being offered in lieu of specified language referenced in the solicitation.

3.5 CONTACT FOR QUESTIONS

All questions concerning this solicitation shall be in writing to: Paige McDonald, Assistant Purchasing Manager, via email pmcdonald@newbraunfels.gov. All prospective Proposers are hereby instructed to not contact any member of the City of New Braunfels’ City Council, City Manager, evaluation committee, or City of New Braunfels’ staff members other than the noted contact person. Any such contact may be cause for rejection of your Proposal.

3.6 RESPONSES TO QUESTIONS/INQUIRIES

Responses to questions/inquiries that directly affect an interpretation or change to this RFP will be issued in writing by Purchasing as an addendum and posted at <https://www.bidnetdirect.com/texas/city-of-new-braunfels> and the City's website.

All such addenda issued by the Purchasing Representative before the time that Proposals are received shall be considered part of the RFP. Only those inquiries the Purchasing Office replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. Proposers shall be responsible for monitoring the City's website or BidNet for any updates pertaining to the solicitation described herein. Various updates may include addenda, 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.

3.7 COMPETITIVE PROPOSALS

Proposals will not be opened publicly to avoid disclosure of contents to competing Proposers and kept confidential during the process of negotiation. However, all Proposals will be open for public inspection after award except for trade secrets and confidential information contained in the Proposals and identified as such by the Proposer. Marking the entire Proposal as confidential and/or proprietary is not in conformance with the Texas Open Records Act.

SECTION 4 SCOPE OF WORK

Background

The City of New Braunfels seeks one or more contractor(s) to provide equipment to be used by the Public Works division (and other City departments as necessary). The primary focus of this solicitation is on equipment rentals. Proposers may include related equipment, supplies, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Statement of Work

The City prefers offerors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided and describe the network of dealers, resellers, and/or subcontractors that will be available to supply needed equipment under a resulting contract.

A. General Preferred Specifications

It is expected that Offerors will offer a wide array of equipment, products, or services. The City seeks Proposals for equipment rentals and related services, including, but not to be limited:

- Heavy, medium, or light construction equipment with related attachments, accessories, and supplies.
- Related services, including delivery, installation or setup, removal, repair, maintenance, equipment, and safety training programs.
- Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
- Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.
- Equipment must be maintained and in good working order at time of delivery.
- Service calls must be answered by a certified service technician within 4 hours of the breakdown, except in the case of an asphalt roller, which must be addressed within 1 hour.
- Repairs must be completed within 96 hours, unless coordinated with the City on-site supervisor.
- Equipment shall be replaced with an identical unit if repairs cannot be completed within 24 hours.

**SECTION 5
EVALUATION OF PROPOSALS**

5. SELECTION PROCESS

It is the intent of the City to make multiple awards from this solicitation, based on evaluation criteria listed in this solicitation and proposer’s submitted proposal.

The City’s evaluation team will rank Proposers meeting the evaluation criteria and the requirements of the needed services outlined in the solicitation and as outlined in the Proposer’s proposal.

The Proposer selected for award will be awarded an Agreement to provide services as specified

5.1. EVALUATION CRITERIA: The City of New Braunfels will review all Proposals submitted in response to this solicitation using the criteria presented below and rank each Proposer. The Proposer will be recommended for award to City Council based upon the published selected criteria noted below. The evaluation committee recommendations are subject to approval by the City of New Braunfels City Council.

Program Criteria: The proposals will be ranked based on the following evaluation criteria:

<u>Criteria</u>	<u>Points</u>
Experience and Capabilities	
<u>Customer Service and Response Time</u>	20 pts.
a. Proposed approach to communicating and providing equipment to the City	
b. Response time to provide a mechanic or replacement equipment in the event of failure	
c. Availability of equipment	
d. Rental terms	
<u>Inventory</u>	20 pts.
a. Provide a list of your current inventory with quantities	
Cost of Services	60 pts.
a. Cost Proposal - Proposers should list specific prices and a percent discount of list for anything else	
 TOTAL	 100 pts

The City reserves the right to request additional information or clarifications from all Proposers and to allow corrections of errors or omissions.

Optional: The short-listed Proposers may be requested to participate in an interview and provide a presentation regarding the Services. (Potential of up to additional 15 points)

5.2 Other Considerations. The City reserves the right to request additional information or consider historical information and facts, whether gained from the Proposal, references, or any other source, in the evaluation process, including Proposer’s past working or business relationship with the City, if any. The City further reserves the right to consider a Proposer’s background, personnel, experience, financial and other references, management practices, exceptions to the RFP or subsequent contract, and any working relationships, past or present, a Proposer may have with its other clients.

5.3 Opened Proposal. A submittal may not be opened before the closing date for the purpose of changing or amending the submittal or to correct an error in the submittal terms or conditions. If the submittal is

opened before the closing date by anyone other than the City, the submittal may be rejected in its entirety by the City.

5.4 Additional Information. At your option, provide in your Qualifications any contractual language, terms, conditions, considerations, or contingencies your company would request or require to be included in the negotiated contract between the City and the selected submitter, should your company be awarded a contract. Approval of such language, terms, conditions, considerations, or contingencies offered by a submitter remains with the City and in all cases the City's decision is final.

5.5 LIMITATIONS

- **Right to Accept or Reject.** The City reserves the right to reject any or all submittals, to waive informalities and accept the submittal that the Owner believes is the most advantageous to the public interest and in keeping with the local government project procedures. 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 submission in response to this RFP.
- **Solicitation to Remain Subject to Acceptance.** All solicitations will remain subject to acceptance for one hundred twenty (120) days after opening without acting.
- **City Council Approval Required.** The City of New Braunfels City Council may approve the respondent selected to provide the services requested in this RFP. The City reserves the right to authorize contract negotiations to begin without further discussion with Proposers submitting a response. Therefore, 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.
- **Respondent's Obligation Regarding Evaluation:**
 - Submission of Information. Submitters are cautioned that it is each respondent'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 respondent to submit such information may cause an adverse impact on the evaluation of the specific Proposal.
 - Submitter Review of RFP. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the respondents' risk and will not be a determinative factor when awarding the contract for services.
- **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.
- **Lobbying Prohibited.** Proponents are prohibited from directly or indirectly communicating with City Council members regarding the Proponent's qualifications or any other matter related to the eventual award of a contract for the services requested under this RFP. Proponents are prohibited from contacting city staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the proponent from the selection process.

5.7 PROPOSAL SPECIFICATIONS

- **Modification or Withdrawal of Proposal.** Proposals cannot be altered or amended after the submittal deadline. Proposals may be modified prior to the deadline only by providing a written notice by mail or email) to the Purchasing Representative at the address shown herein. A submitter's Proposal may also be withdrawn in writing by providing the same notice by a submitter or the submitter's authorized agent, providing the agents identify is made known and the agent signs the request to withdraw Proposal. **HOWEVER, IN THE EVENT OF WITHDRAWAL, THE SUBMITTER 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.
- **Inquiries.** To ensure fair and objective evaluation, all questions related to this RFP should be addressed only to the persons named in Section 4.1 of this solicitation.
- **RFP Interpretation; Addendum.** Any interpretations, corrections, or changes to this RFP will be made by addenda through:
 - <https://www.bidnetdirect.com/texas/city-of-new-braunfels>
 - and the City Website: <http://nbtexas.org/DocumentCenter/Home/Index/139>

Submitters shall acknowledge receipt of all addenda per the instructions to be attached to addenda.

**SECTION 6
AWARD OF CONTRACT**

6.1. SUCCESSFUL PROPOSER'S DOCUMENTS: The successful Proposer will provide its proposal and any negotiated amendments to the proposal to the Office of the Purchasing Manager as an electronic Word file.

6.2. CONTRACT AWARD: The selection of a Proposer and the execution of a contract, while anticipated, are not guaranteed by the City. The City reserves the right to determine which proposal is in the City's best interest and to award the contract on that basis, to reject any and all proposals, waive any irregularities of any proposal, negotiate with any potential Proposer (after proposals are opened) if such is deemed in the best interest of the City.

6.3. CITY COUNCIL APPROVAL: The City Council will consider the final contract for approval unless the award amount is less than \$50,000.00. In the event the total amount of the contract is less than \$50,000.00, the contract will be awarded administratively.

6.4. FINAL CONTRACT:

- A. The selected Proposer will assume responsibility for all services offered in its proposal, whether such services are provided by a subcontractor or joint venture arrangement. The successful Proposer will be considered the sole point of contact about contractual matters, including payment of all charges resulting from the contract.
- B. The successful Proposer will be required to enter a written contract with the City. The City's legal terms and conditions for this contract are included herein.
- C. This RFP and the successful Proposer's proposal, or any part thereof, may be incorporated into and made a part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract with the successful Proposer.
- D. Be advised that exceptions to any portion of the RFP may jeopardize acceptance of your proposal. If exceptions are taken to the City's Agreement, this will be clearly indicated and a full explanation given for each exception. It is required that the proposal enumerate the specific clauses that the Proposer wishes to amend or delete and suggest alternative wording in the proposal. In view of the length of time involved in obtaining the approval of legal counsel, Proposers are cautioned not to state that the Proposer's proposal is subject to the Proposer's standard terms and conditions or that the final terms and conditions are subject to negotiation after award. This may result in the proposal being deemed non-responsive, in which no further consideration or evaluation will be made.

**ATTACHMENT A
PROPOSAL FORM**

Failure to complete this form may result in your Proposal being deemed non-responsive and rejected without any further evaluation.

OFFER TO: CITY OF NEW BRAUNFELS:

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

Description	Quantity	Units	Unit Price	Extended Price
Backhoe loader with hydraulic hammer, diesel engine, minimum 75 HP, loader bucket width 7 ft minimum, bucket capacity 1 yd minimum	1	Day		
Long reach hydraulic track excavator, diesel engine, 128 HP, minimum reach at ground level 54 ft, minimum digging depth 39 ft, ditch cleaning bucket 45 in minimum	1	Day		
Dump truck, diesel engine, 14-16 CY capacity	1	Day		
Mini excavator	1	Day		
Motor grader, 125 HP, 12' blade scraper	1	Day		
Vibratory compactor pad foot 66" width drum, 105 HP	1	Day		
Vibratory compactor pad foot 48" width drum, 75 HP	1	Day		
Vibratory compactor pad foot 84" width drum, 145 HP	1	Day		
Smooth drum 66" drum width, 105 HP	1	Day		
Smooth drum 84" drum width, 150 HP	1	Day		
Smooth drum 48" drum width, 75 HP	1	Day		
Pneumatic roller, 14 ton, nine wheel	1	Day		
Pneumatic roller, 3 ton	1	Day		
Asphalt roller, steel double drum, 48" drum width, 6,500 lb applied force	1	Day		
Motorized sweeper, 70 HP, diesel engine, 7.5' wide broom, enclosed cab with air conditioning	1	Day		
Skid steer loader with auger, 50 HP, 1,500 lb capacity	1	Day		
Skid steer loader with auger, 70 HP, 2,500 lb capacity	1	Day		
Skid steer loader with pick up broom, 70 HP, 2,500 lb capacity	1	Day		
Skid steer loader with breaker, 70 HP, 2,500 lb capacity	1	Day		
Steer loader with cold planner, 95 HP, 2,500 lb capacity, 18'width drum, 1,600 lbs	1	Day		
Articulated truck – 25 ton	1	Day		
Trackhoe, 390 HP, 39 ft reach, 26ft depth, digging bucket	1	Day		
Reclaimer, 350 HP+, 8' drum, 18' mixing depth	1	Day		
Man lift, 40ft	1	Day		
Tank truck, diesel engine, 2,000 gal capacity	1	Day		
Scissor lift, 25 ft	1	Day		

RFP 22-032 – Heavy Equipment Rental

Portable light tower	1	Day		
6" diesel power trailer mounted water pump with 20' suction and 50' discharge hose	1	Day		
Asphalt paver, 8 ft screed, rubber tire, 150-170HP	1	Day		
Rubber excavator with telescoping boom, gradual	1	Day		
Kick broom	1	Day		
Ditch witch	1	Day		

Percent Discount of List Price for any additional items not listed above: _____

ADDENDA:

The undersigned hereby acknowledges receipt of the following solicitation addenda, and all the provisions and requirements of which addenda have been taken into consideration in the preparation of this Proposal.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if the Offer is accepted by the City of New Braunfels, to enter a Contract to provide the stated goods and/or services for the term as stated herein in accordance with the Scope of Work, Specifications, and Terms and Conditions, together with any written Addenda as specified above and any negotiated terms. If this offer is accepted and signed by the City of New Braunfels, this RFP document, together with any written Addenda and any negotiated terms shall be (collectively) the contract.

NON-COLLUSION:

The undersigned, by submission of this Proposal Form and other required forms, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

Signature: _____ **Date:** _____

**ATTACHMENT B
COMPANY INFORMATION**

1. Company Information:

- Company name: _____
- Company address: _____
- Year established: _____
- Number of years in business under present name: _____
- Form of ownership: Proprietorship Partnership Corporation Other (specify)
- When organized: _____
- If a corporation, where incorporated: _____
- Federal Employer Identification Number: _____
- Texas Comptroller's Taxpayer Number, if applicable: _____
- DUNS NUMBER: _____
- Provide a list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.
 - _____
 - _____
 - _____
- Complete **A** below if you are a non-resident Respondent (your company's principal place of business is not in Texas). **Resident Respondents must check box B.**
 - A:** Company is a non-resident Respondent. Its principal place of business is the state of _____
Check one of the following options:
 - Non-resident Respondents in the state of our principal place of business are required to propose ____ percent lower than resident Respondents by state law. A copy of the statute is attached.
 - Non-resident Respondents in the state of our principal place of business are not required to underbid resident Respondents in order to secure contract awards.
 - B:** Company's principal place of business or corporate offices is in the State of Texas.

2. Subcontractor(s), if applicable:

- Subcontractor(s) will not be used to complete this contract.
- Subcontractor(s) will be used to complete this contract. (*Attach a list if additional space is necessary.*)
 - Subcontractor Name: _____
 - Percentage (%) of Total Contract: _____
 - Mailing Address: _____

- 3.** If applicable, provide a list of officers of the company who, while in the employ of the company or the employ of previous companies, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.

**ATTACHMENT C
VENDOR CERTIFICATIONS**

Company name: _____

To demonstrate qualification to perform the scope of services, answer all questions listed below. Provide responses that are clear and comprehensive. Attach any additional information provided on separate sheets, if applicable.

DEBARMENT/SUSPENSION INFORMATION:

1. Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity or is Respondent listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov?>
- Yes No

If yes, identify in an attachment the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, or listed at epls.gov and state the reason for or circumstances surrounding the debarment, suspension, or ineligible for federal procurement, including but not limited to the period of time for such debarment, suspension or ineligibility.

CERTIFICATIONS:

1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. Yes No
- A. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the solicitation process or in the Contract execution.
- B. “Fraudulent practice” means an intentional misrepresentation of facts made
- 1. to influence the solicitation process or the execution of the Contract to the detriment of Owner,
 - 2. to establish Cost Proposal or Contract prices at artificial non-competitive levels, or
 - 3. to deprive Owner of the benefits of free and open competition.
- C. “Collusive practice” means a scheme or arrangement between two or more Respondents, with or without the knowledge of Owner, a purpose of which is to establish Cost Proposals at artificial, non-competitive levels; and
- D. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the solicitation process or affect the execution of the Contract.

2. NON-COLLUSION CERTIFICATION:

- A. Non-Collusion Certification: Do you certify that all the following are true and correct concerning your company’s cost Proposal? Yes No
- 1. That you are fully informed of the contents of the solicitation and the circumstances of its preparation.
 - 2. That your cost Proposal is genuine and is not a collusive or sham cost Proposal;
 - 3. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other respondent, firm or person to submit a collusive or sham cost Proposal, or to refrain from responding, or sought by communication or conference with any other respondent, firm or person to fix the prices, overhead, profit, or any cost element in your cost Proposal or in any other cost Proposal, or to secure through any collusion, conspiracy, or agreement any advantage against the City of New Braunfels or any other

respondent; and

- 4. The prices quoted in your cost Proposal are fair and proper and are not affected by any collusion, conspiracy, connivance, or unlawful agreement on the part of your company or anyone acting on its behalf.

3. GOVERNMENT CODE TITLE 10 SUBTITLE F VERIFICATIONS:

- A. Contractor shall verify that it's named company, under the provisions of Subtitle F Title 10 Government Code Chapter 2270: **Yes** **No**
 - 1. Does not boycott Israel currently; and
 - 2. Will not boycott Israel during the term of the contract.
- B. Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:
 - 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
 - 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
- C. Pursuant to subtitle F, Chapter 2252, Texas Government code, contractor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of New Braunfels. **Yes** **No**

ACKNOWLEDGEMENT

THE STATE OF _____

COUNTY OF _____

I certify that I have read all the specifications and general RFP requirements and do here by certify that all items submitted meet specifications. I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation, and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my response to this solicitation to be rejected.

Company's Name

Signature, Authorized Representative of Respondent

Title

**ATTACHMENT D
EXCEPTIONS AND ALTERNATIVES FORM**

Failure to complete this form may result in your Proposal being deemed non-responsive and rejected without any further evaluation.

Proposers are to comply with all requirements of this solicitation, otherwise the proposal may be deemed non-responsive. Exceptions may be considered if they are presented with the proposal and if the City determines that the exception does not materially alter the intent of this solicitation or that it exceeds the requirements of this solicitation.

- No Exceptions Taken
- Exceptions Taken – *See attached (Include in Tab 10)
**Note that if any exceptions are taken, all required information must be submitted as an attachment*

In the event the Proposer takes exception to any language in this solicitation, they may set forth alternatives by presenting each exception separately by stating:

- a)** The specific item or clause for which an exception is requested (citing the page and item number).
- b)** The suggested change to the exception, inclusive of proposed new language if applicable.
- c)** An explanation as to how the proposed change would benefit the City and/or why the exception is necessary.

Except as may be indicated above, Proposer is in complete agreement with this entire solicitation including any proposed terms, conditions and business arrangements described herein.

(Authorized Signature)

Date

(Title)