

CITY OF NEW BRAUNFELS



REQUEST FOR PROPOSALS

EMPLOYEE BENEFITS CONSULTING SERVICES

Solicitation # RFP 22-036

Date Issued: August 22, 2022

**RESPONSES MUST BE RECEIVED NO LATER THAN:
3:00 P.M. CST September 15, 2022**

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



SOLICITATION AND OFFER

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

Solicitation Number: 22-036

Employee Benefit Consulting Services

Request for Proposal (RFP)

Date Issued: August 22, 2022

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 September 1, 2022**.

Proposals will be received at the Office of the City Secretary at the address shown above until: **3:00 P.M. (CT), September 15, 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: (NO collect calls, Telegraphic, Email, or Fax offers accepted)	Paige McDonald, Assistant Purchasing Manager	Email: pmcdonald@newbraunfels.gov Phone: (830) 221-4081
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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)

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SECTION 3
INSTRUCTIONS FOR RESPONSE

3.1 AVAILABLE DOCUMENTS

Solicitation documents may be obtained from:

- the BidNet Direct website: <https://www.bidnetdirect.com/texas/city-of-new-braunfels>
- the City of New Braunfels' website: <https://www.nbtexas.org/2694/Active-Solicitations>
- or upon request by email: pmcdonald@nbtexas.org

Questions relating to definitions, interpretations, and/or requests for clarification must be in writing and directed to: pmcdonald@nbtexas.org

3.2 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.

OR

(b) Deliver your Proposal, or changes to your Proposal, in **SEALED ENVELOPES OR PACKAGES** identified on outside as a Request for Proposal to Owner, 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 22-036 Employee Benefits Consultant Services
Proposal Due Date: September 15, 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.
- (d) The following items request information that the Evaluation Committee will utilize to evaluate the Proposal. Failure to provide any of the information below may result in a Proposal being deemed non-responsive and therefore not considered in the selection process.

Proposers shall limit proposals to 30 pages exclusive of tabs and forms listed in tabs 1, 2, and 4. Each proposal, completed and signed by person(s) authorized to bind individual, partnership, firm, corporation, or any other 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: Acknowledgment of Addenda**, if applicable.
- **TAB 3: Cover Letter** Name and address of the Proposer, as well as a brief description of the firm and its history.
- **TAB 4: Documents**
 - a. **Certificate of Insurance** One copy completed and signed (Refer to Section 3.10). A “for information purposes only” copy is acceptable. The awarded Contractor will be required to provide their certificate of insurance prior to contract award.
 - b. **Conflict of Interest Questionnaire** (per Section 6.20) Must be filed with the City Secretary IF the vendor has a business relationship as defined by Section 176.001(1-a) with the City and the vendor meets requirements under Section 176.006(a).
 - c. **Certificate of Interested Parties - Form 1295** (Refer to Section 6.21) This form will be requested from the awarded Contractor(s).
 - d. **ATTACHMENT A**
 - e. **ATTACHMENT B – COMPANY INFORMATION**
 - f. **ATTACHMENT C – PROPOSER CERTIFICATIONS**
- **TAB 5: Experience and Capabilities**
This section should include a description of the proposer's experience that the City of New Braunfels can use as a basis for performance evaluation. This section should include:
 - Project Understanding and Approach to Scope of Services
 - Demonstrated Project Experience
 - Standard performance guarantee
- **TAB 6: Key Personnel:**
Identify staff who will be assigned to this project including their roles and their qualifications
Provide answers to questions from section 4.6.
- **TAB 7: Cost of Services and Financial Stability**
- **TAB 8: Deviations from Request for Proposal**
Reference Attachment E – Exceptions and Alternatives Form. Proposer is to indicate any deviations being offered in lieu of specified language referenced in the solicitation.
- **TAB 9: Descriptive Literature**
Illustrative or descriptive literature, brochures, diagrams, etc., that provide additional information may be included.

3.3 PROPOSED SOLICITATION SCHEDULE

DATE	MILESTONE
August 22, 2022	RFP issued on https://www.bidnetdirect.com/texas/city-of-new-braunfels and https://www.nbtexas.org/2694/Active-Solicitations
September 1, 2022	Deadline to receive questions shall be 5:00 P.M.
September 15, 2022	Proposal submission deadline – 3:00 P.M.
November 2022	City Council considers award
December, 2022	Anticipated Contract

3.4 CONTACT FOR QUESTIONS

All questions concerning this solicitation shall be in writing, on or before **September 1, 2022**, 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 regarding this solicitation on page 1. Any such contact may be cause for rejection of your Proposal.

3.5 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 <http://nbtexas.org/DocumentCenter/Home/Index/139>.

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 at <https://www.nbtexas.org/2694/Active-Solicitations> 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.

3.6 SOLICITATION UPDATES

Proposers shall monitor the BidNet Direct website (<https://www.bidnetdirect.com/texas/city-of-new-braunfels>) and the City's website (<https://www.nbtexas.org/2694/Active-Solicitations>) 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. It is the Proposer's responsibility to change the websites for current changes to the Solicitation documents.

3.7 EXCEPTIONS AND DEVIATIONS

Any exceptions to the terms and conditions, specifications, or objectives of the solicitation must be clearly stated in Proposer's Proposal.

3.8 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.

3.9 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>

SECTION 4
SCOPE OF WORK

4.1 Background

The City's medical and dental services are provided through a self-funded plan with a plan year of October 1 – September 30. The City is completing open enrollment for the upcoming plan year. We provide coverage for full time active employees, retirees who are eligible for retirement through the Texas Municipal Retirement System (TMRS) as provided in the Texas Local Government Code Chapter 175, as well as COBRA participants. Active employees, retirees under the age of 65 and COBRA participants are covered under one of our three plan designs offered which consist of two (2) PPO plans and one (1) HDHP plan. Retirees over the age of 65 are offered a Medicare Advantage Plan. The City currently has 645 eligible employees with approximately 556 enrolled in benefits and 27 retirees that participate.

The City's goal in seeking benefit consultant services is to partner in developing innovative savings designs and cost controls that will assist in ensuring the sustainability of the self-insurance fund, while continuing to offer market competitive benefits to attract and retain talent. To do so, the City seeks to partner with a benefit consultant to focus on continued evaluation of plan design and benefit providers, management of the self-insurance fund, education of city team members, and focus on developing wellness programming.

4.2 General Consulting Services

4.2.1 Plan performance/analysis:

- a. Review the efficiency at which the plans perform including elements such as utilization, vendor performance, plan design
- b. Preparation of high-level reporting on plan costs, long term projections, and developing trends for short- and long-term financial planning
- c. Budget analysis and support
- d. Benchmarking to determine competitive position based on the City's peer comparators which were selected to benchmark compensation

4.2.2 Focus on employee health and wellness

4.2.3 Enhancement of ongoing employee engagement and education strategies

4.2.4 Assistance in developing a long-term strategic plan for employee health care:

- a. Provide information and guidance on employee benefit issues, trends, and proposed or new legislation
- b. Assist in developing and achieving goals and strategies for the City's healthcare program
- c. Assist in developing a long-term strategic plan and identifying the tools and resources necessary to implement and evaluate the plan based on the City's health care goals. It is expected that the long-term strategic plan will include at a minimum the following:
 1. A complete assessment of the issues impacting the City's healthcare plan
 2. An articulation of the City's health care / benefits philosophy, policies and goals that guide plan decisions
 3. Objectives, actions, and strategies for each plan year which are: specific, measurable, aggressive but attainable, results-oriented, and time-bound and include the resources necessary to carry out these actions and strategies

4.2.5 Identification of specific goals to be accomplished over the next three to five years, including but not limited to:

- a. Health care plan funding / pricing options
- b. Health care plan choices
- c. Dependent coverage

- d. Retiree health care
- e. Wellness
- f. Consideration of alternative service providers, such as onsite nurses/doctors
- g. Consideration of alternative coverage options, such as spousal surcharge
- h. Financial options – HSA's, HRA's, etc.
- i. Employee benefits education and planning
- j. Ongoing employee involvement and communications
- k. Other goals to be identified based upon issue and data analysis

4.2.6 Development of high-level plan performance reporting

4.2.7 Assistance in developing actuarial and underwriting information which will assist the City in making plan design and funding decisions

4.2.8 Review and Analysis of the City's Health Care Data including the following:

- a. Analyze the City's claims data and history to recommend changes in plan design to achieve the City's objectives
- b. Assist in development of a contribution (employee and employer) structure to align costs and contributions more closely by rate tier
- c. Comparison of benefit levels and costs with peer comparators for direct compensation as a benchmark for accountability. This information will be central to program evaluation
- d. Clearly define the impact of recommendations for all stakeholders (active employees, retirees, COBRA participants). This should be reflected in implementation strategies which may require multi-year strategies
- e. Assist in identifying underwriting impact of proposed plan changes and comparability of plan design question and issues to the current marketplace practices

4.2.9 Exploration of Cost Containment Strategies:

- a. Analyze the City's current situation to include our specific demographics and develop the appropriate cost controls while still offering market competitive plans
- b. Advise the City on plan design, disease management, communications, decision support tools, health education and wellness strategies; assist in implementing corresponding programs as appropriate
- c. Keep the City abreast of developments to manage the cost and efficiency of the City's Employee Benefit program

4.2.10 Development of ongoing employee engagement and education strategies which will:

- a. Engage employees at the beginning of the process to enable them to help shape the future of the City's health care plans
- b. Educate employees about the issues surrounding health care and how they can impact their health and the cost of care
- c. Inform employees of any plan changes that result from this review process

4.2.11 Feasibility of an employee clinic and enhanced telemedicine

4.2.12 Advice and guidance in insurance renewals and/or procurement for third party administrative services and reinsurance:

- a. Audit contracts for accuracy of coverage, terms and conditions
- b. Monitor ongoing health, pharmacy, and dental contracts, including vendor plan administration, vendor compliance with contract, and incurred claims

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- 4.2.13 Act as contact between insurance agents and representatives who make inquiries regarding the City's health and welfare benefits offered through the City
- 4.2.14 Assist in drafting and redrafting the health care plan's Plan Document, and its Summary Plan Description
- 4.2.15 Attend and make presentations at requested meetings regarding employee/retiree benefits
- 4.2.16 Attend, participate and make quarterly presentations at City Council and/or Council Committees meetings as needed
- 4.2.17 Schedule weekly conference calls with Human Resources as well as present plan updates at monthly meetings with Human Resources
- 4.2.18 Perform actuarial studies to determine the long-term cost/savings of benefits, benefit revisions, and proposed benefit enhancements, present findings
- 4.2.19 Develop effective benefit communication plans and materials for employees and retirees, to include open enrollment guides.
- 4.2.20 Provide general consultation on voluntary benefit products, and health and welfare benefits or wellness program incentives
- 4.2.21 Shall assist with preparation of Federal and State agency reports
- 4.2.22 Provide information and advise the City on Federal and State regulations impacting benefit plans
- 4.2.23 Assist with HIPPA training/compliance for designated City staff
- 4.2.24 Provide electronic enrollment software
- 4.2.25 Shall assist with COBRA administration
- 4.2.26 Assist with ACA tracking and Reporting.

4.3 Actuarial Services/Financial Services

- 4.3.1 Analyze the funding requirements of each plan, including funding levels based on employee and employer contribution policy, projected claims, and other plan expenses
- 4.3.2 Provide actuarial services to assist the City in evaluating the differences, including the relative value and relative cost between various benefit plan designs
- 4.3.3 Perform monthly analysis of paid claims, losses, and revenue projection
- 4.3.4 Provide actuarial/financial services benefit-consulting services, examine reports of exposures, expenses, and paid losses at appropriate intervals to determine patterns of risk and assure conformity of the Consultant to the proposal
- 4.3.5 Assist the city in the review, analysis, forecasting and reporting financial ensure plan solvency, which shall include Government Accounting Standards Board (GASB) 45 valuations, and shall prepare incurred but not reported (IBNR) reports
- 4.3.6 Assist the City with an evaluation of actual plan performance, and the impact of benefit, financial and administrative modifications to the City's sponsored plans and with compliance to contract requirements. Annual Reporting of GASB 45 Report

4.4 Contracting & Proposals

4.4.1 The consultant shall:

- a. Support the City with the design, development, preparation and review of contracts and proposals for new and existing benefit programs
- b. Develop bid specifications, which shall include but not limited to health plan, administration, Employee Assistance Program, pharmacy, dental, optional and basic life insurance, wellness programs and disease management programs, near site clinic, optional plans such as dental, term life, permanent life, long term disability and other benefits and services the City deems necessary
- c. Develop bid specifications for the City's benefit programs
- d. Assist with bidders during the proposal process, to answer any questions to ensure their complete understanding of the City's intent
- e. Assist in the evaluation of bids/proposals received and offer recommendations
- f. Assist as needed in the transition between consultants if the proposal results in change of consultant

4.5 Audits

4.5.1 The Consultant shall:

- a. Perform at the City's request, dependent eligibility verification audits, and financial and/or programmatic audits of the third-party administrators or insurance companies under contract with the City or other benefits plans
- b. Audit a full review of administrative procedures, customer service, utilization review, case management, disease management, eligibility review, performance contract guarantees, and other services in accordance with plan documents and Consultant contract
- c. Review and audit of pharmacy rebates of the PBM, to determine whether the City is receiving the pharmacy rebates consistent with contract requirements
- d. Execute confidentiality agreements with the City and its Consultant, when the information to be made available as part of a consulting engagement is considered, or has been identified as, propriety by one of the parties. Propriety data obtained while performing services for the City, shall be separated from other work not directly related to services performed for the City

4.6 Staffing

4.6.1 The Consultant shall:

- a. Maintain staffing levels to manage and oversee all aspects of the contract
- b. Ensure the principal project staffs have the Society of Actuaries, legal, medical, pharmacy and other educational backgrounds and certifications commensurate with the nature and scope of services requested by the City
- c. Describe Key personnel that will be handling the City of New Braunfels account. Proposers should include resumes for key personnel and identify their rolls
 - 1) Will there be a dedicated account manager? If so, where will they be located?
 - 2) Will there be customer service unit? If so, where will they be located and how will it be staffed?
 - 3) Will any services be sub-contracted to outside vendors? If so, identify the services.
 - 4) What is the availability for ad-hoc meetings with staff?

SECTION 5

EVALUATION OF PROPOSALS

5. SELECTION PROCESS

It is the intent of the City to make a single award on 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>Project Understanding and Approach to Scope of Services</u>	25 pts.
a. Understanding of key project success factors b. Proposed approach to be used to support the scope – including firm's best practice recommendations c. Provide a plan for working with the City of New Braunfels to achieve your proposal d. Provide sample reporting, actuarial and underwriting information as referenced in the scope of services, (ex. high level reporting on plan costs, long term projections, trends data, and long-term financial plan), with explanation of usage. e. Provide a copy of the performance guarantee	
<u>Demonstrated Project Experience</u>	25 pts.
a. Experience with similar projects b. Experience with self-funded plans c. Ability to meet project objectives and deadlines d. Coordination with stakeholders e. Developing unique solutions to project challenges	
<u>Key Personnel (Personnel Qualifications)</u>	20 pts.
Identify staff who will be assigned to this project including their roles and their qualifications.	
a. List the individual(s), including a dedicated consultant, who will be working on day-to-day activities with City staff. Provide a brief description of their experience, office location, and accessibility b. Provide an organizational chart detailing assignment of personnel, including major responsibilities. c. Provide resumes for key personnel, including relevant prior experience. (Limited to 1 page per person) d. Provide answers to questions from section 4.6.	
Other Factors	10 pts

Financial Stability - Provide evidence of the financial resources necessary to provide the services outlined in the proposal.

- (i) Copy of your most recent annual report and the annual reports of your parent company
- (ii) Copy of State Licenses – including Insurance from Dept of Insurance

Cost of Services	20 pts.
a. Cost Proposal - Vendors should list specific/detailed services included in the pricing.	
b. Include sample copies of any contracts that will require signature from the City.	
c. Please note, the City is not interested at this time in a commission-based approach.	
d. The City's budget for these services cannot exceed \$70,000 per year.	

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 must 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 respondents 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 respondents 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.

ADDENDA:

The undersigned hereby acknowledges receipt of the following addenda to the Drawings and Specifications, all of 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)