

# CITY OF NEW BRAUNFELS



## REQUEST FOR QUALIFICATIONS

### **Transit Development Plan Solicitation # RFQ 22-038**

Date Issued: September 12, 2022

**RESPONSES MUST BE RECEIVED NO LATER THAN:  
3:00 P.M. CST October 13, 2022**

New Braunfels Purchasing Department: Phone: 830-221-4081  
Email: [pmcdonald@newbraunfels.gov](mailto:pmcdonald@newbraunfels.gov)



## SOLICITATION AND OFFER

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

**Solicitation Number: 22-038**

**Transit Development Plan**

Request for Qualifications(RFQ)  
 Request for Response (RFQ)

Date Issued: September 25, 2022

### SOLICITATION

Respondents must submit sealed Statement of Qualifications (SOQ) 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 RFQ must be received, by email only, prior to **5:00P.M. CT on October 6, 2022**.

SOQs will be received at the Office of the City Secretary at the address shown above until: **3:00 P.M. (CT), October 13, 2022**.

**There will not be a public opening.** SOQs 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% Response 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 Respondent.) Respondent 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 Respondent:	Name and Title of Person Authorized to Sign Offer:  E-Mail Address:  Phone Number:
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Signature:

Date:

Name, Address, Email and Telephone Number of Person authorized to conduct negotiations on behalf of Respondent.
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**SECTION 3**  
**INSTRUCTIONS FOR RESPONSE**

**3.1 SUBMISSION OF SOQs**

(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 RFQ, electronic bid submission is another option available to Respondents. 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 Response, or changes to your Response, in SEALED ENVELOPES OR PACKAGES identified on outside with Respondent's name and address. Failure to submit Response in this manner may subject Respondent to disqualification. **Response 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 Response envelope or package must state:

**"RFQ 22-038 Transit Development Plan  
Response Due Date: October 13, 2022, 3:00 P.M. CT"**

It is the sole responsibility of the Respondent to ensure timely delivery of the Response. 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 Respondent.

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

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

**3.2 PROPOSED SOLICITATION SCHEDULE**

DATE	MILESTONE
September 12, 2022	RFQ issued on <a href="https://www.bidnetdirect.com/texas/city-of-new-braunfels">https://www.bidnetdirect.com/texas/city-of-new-braunfels</a> and <a href="https://www.nbtexas.org/2694/Active-Solicitations">https://www.nbtexas.org/2694/Active-Solicitations</a>
October 6, 2022	Deadline to receive questions shall be 5:00 P.M.
October 13, 2022	Response submission deadline – 3:00 P.M.
November 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 RESPONSE CONTENT**

Respondents shall limit Responses to 30 pages exclusive of tabs and forms. Each Response, 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:** Respondent 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: Understanding of Requirements and Project Plan**
  - Demonstrate a clear understanding of the requirements set forth in Section 4
  - Clearly emphasize any demonstrated knowledge of the New Braunfels area
  - Project management approach and timeline
- **TAB 4: Experience and Capabilities:**

This section should include a description of the Respondent's experience that the City of New Braunfels can use as a basis for performance evaluation. This section should include:

  - Previous related work experience within the last four years
  - Previous public outreach experience
  - Specific related studies completed in similar cities
- **TAB 5: Deviations from RFQ:**

Reference Attachment D – Exceptions and Alternatives Form. Respondent 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](mailto:pmcdonald@newbraunfels.gov).** All prospective Respondents 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 Response.

### **3.6 RESPONSES TO QUESTIONS/INQUIRIES**

Responses to questions/inquiries that directly affect an interpretation or change to this RFQ 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 Responses are received shall be considered part of the RFQ. Only those inquiries the Purchasing Office replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. Respondents 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, cancellations, 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 RESPONSES**

Responses will not be opened publicly. However, all Responses will be open for public inspection after award except for trade secrets and confidential information contained in the Responses and identified as such by the Respondent. Marking the entire Response as confidential and/or proprietary is not in conformance with the Texas Open Records Act.

## SECTION 4 SCOPE OF WORK

### **Project Purpose**

The Transit Development Plan (TDP) aims to provide short- and long-term strategic guidance to the City of New Braunfels (City) for transit services and coordination with rural and adjacent transit providers over the 20-year planning period. The Project will examine how the City can best prioritize public investments to enhance its current demand response service contracted with the Alamo Area Council of Governments (AACOG) and identify and implement complementary transit improvement options. The TDP should:

- Assess the current transit service and potential for new transit services to support a range of community and regional goals
- Establish a framework for identifying transit needs and improvement options
- Identify opportunities to improve connectivity between other transportation modes, adjacent transit providers, and riders' origins and destinations

The TDP will serve as the basis for a Transit Implementation Plan and the transit element of the upcoming Multimodal Transportation Plan. The study area will primarily consist of the area within the New Braunfels city limit, where the City funds transit service.

The following tasks identify the major components of the project effort that the Consultant will undertake as part of the TDP. The City and Consultant could refine the scope of work tasks during the procurement process.

### **Task 1: Project Management and Coordination**

- A. Prepare project management plan.
- B. Prepare monthly progress reports, invoices, and billings.
- C. Establish and maintain a project schedule with key milestones.
- D. Organize and coordinate technical review and oversight committee meetings, including developing supporting materials.

### **Task 2: Project Initiation**

- A. Review previously compiled data and completed and ongoing studies in the study area to include:
  - New Braunfels Transit Study (New Braunfels/AAMPO, 2021)
  - Envision New Braunfels Comprehensive Plan (New Braunfels, 2018)
  - Capital-Alamo Connections Study (AAMPO, 2019)
  - VIA Vision 2040 Long Range Plan (VIA, 2016)
  - Regional Bicycle and Pedestrian Planning Study (AAMPO, 2016)
  - Parks and Recreation Master Plan (New Braunfels, 2010)
  - Downtown Implementation Plan (New Braunfels, 2010)
  - Regional Transportation Plan (New Braunfels, Seguin, and Comal and Guadalupe Counties, 2012)
  - Any other relevant transportation, comprehensive and master plans adopted by entities within the study area
- B. Determine the objectives, vision, and framework of the TDP supplementing the New Braunfels Transit Study and Envision New Braunfels Comprehensive Plan.
- C. Prepare a technical memorandum presenting and recommending viable methodologies to develop the TDP.

### **Task 3: Public Participation Plan**

- A. Develop a Public Participation Plan (PPP). The public involvement process is essential since community, local and county government, and business owner support is key to the TPD. The PPP will

## RFQ 22-038 –TRANSIT DEVELOPMENT PLAN

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be used to communicate and effectively engage the community throughout the development of the transit plan.

- B. Review previous public outreach efforts and formulate strategies to gather additional input on transit needs and gaps, enhanced existing services, potential new transit services, and desired features for the end-user experience.
- C. Prepare a technical memorandum analyzing survey results and priorities for travelers in New Braunfels and recommend an approach for adopting the TDP based on needs and priorities identified in the public involvement process.

### **Task 4: Existing and Future Conditions and Needs Analysis**

- A. Evaluate and understand the demographics necessary to develop a successful TDP. The demographic data may include:
  - Household income
  - Minority population
  - No-car households
  - High school and senior-aged individuals
  - Percent employed population
  - Percent disabled population

Summarize areas of need, growth and activity centers, and popular origins and destinations to determine existing and future transit needs.

- B. Assess AACOG Alamo Regional Transit (ART) demand response service performance based on quarterly reports and known rider concerns. On-time performance, trip duration, and other metrics will inform the assessment of ART efficacy for day-to-day travel. The consultant will also provide recommendations to improve the existing service for the New Braunfels community.
- C. Prepare a technical memorandum documenting the existing and future conditions and needs analysis.

### **Task 5: Evaluate Transit Service Opportunities**

- A. Establish a framework to evaluate potential transit service opportunities, building on the work from previous tasks and the New Braunfels Transit Study.
  - Review New Braunfels Transit Study, Chapter 7, and evaluate decision points comparing fixed routes and full microtransit or a mixed option.
  - Estimate potential ridership based on populations within the zone and nearby populations willing to travel.
  - Identify paratransit options within the Americans with Disabilities Act (ADA). Recommend options for maintaining ART service or encompassing all services under one provider.
  - Identify first/last mile needs that can be addressed as part of the more extensive New Braunfels transportation system.
- B. Identify short and long-term opportunities to improve connectivity between other transportation modes, adjacent transit providers, and riders' origins and destinations.
- C. Assess the costs of providing potential transit services with existing and additional revenue.
- D. Recommend future service options, including identifying policy, implementation, organization, and monitoring benchmarks and standards.

### **Task 6: Final Report**

- A. Prepare a draft final report documenting all phases of the Project.
- B. Revise the draft report as appropriate based on input from the City.
- C. Present the final report to City Council.

**SECTION 5**  
**EVALUATION OF RESPONSES**

**5. SELECTION PROCESS**

It is the intent of the City to make a single award from this solicitation, based on evaluation criteria listed in this solicitation and Respondent's submitted Response.

The City's evaluation team will rank Respondents meeting the evaluation criteria and the requirements of the needed services outlined in the solicitation.

The Respondent selected for award will be awarded an Contract to provide services as specified

**5.1. EVALUATION CRITERIA:** The City of New Braunfels will review all Responses submitted in response to this solicitation using the criteria presented below and rank each Respondent. A Respondent 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 Responses will be ranked based on the following evaluation criteria:

<u>Criteria</u>	<u>Points</u>
Qualifications and previous related experience of key personnel to be assigned to this project.	25 Pts
Understanding of work requirements as outlined in the scope of work, with demonstrated knowledge of the New Braunfels study area.	20 Pts
Previous related work experience within the past four years, which includes citing previous experience conducting transit studies in similar cities.	30 Pts
Previous public outreach experience.	15 Pts
Project management approach and timeline.	10 Pts
<b>TOTAL</b>	<b>100 pts</b>

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

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

**5.3 Opened Response.** 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** Professional services are procured in accordance with Chapter 2254 of the Government Code, Title 10, Subchapter A, Professional Services. Selection of the most highly qualified respondent(s) will be made based on demonstrated competence and qualifications as determined by the City of New Braunfels based on the Qualifications submitted in response to this solicitation.

**5.5 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.

**5.6 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 RFQ 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 RFQ.
- **Solicitation Response to Remain Subject to Acceptance.** All responses 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 RFQ. The City reserves the right to authorize contract negotiations to begin without further discussion with Respondents submitting a Response. Therefore, each Response 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 Response.
- **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 Response. Failure of a Respondent to submit such information may cause an adverse impact on the evaluation of the specific Response.
  - **Respondent Review of RFQ.** Respondents are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFQ 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 RFQ, a written Contract pertinent to the RFQ, or the awarding of the contract.
- **Lobbying Prohibited.** Respondents are prohibited from directly or indirectly communicating with City Council members regarding the Respondent's qualifications or any other matter related to the eventual award of a contract for the services requested under this RFQ. Respondents are prohibited from contacting city staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from the Purchasing Representative. Any violation will result in immediate disqualification of the Respondent from the selection process.

## 5.7 SUBCONTRACTING PROPOSAL

If subcontracting with another company or an individual on this project, this must be identified in your proposal, and the subcontractor's credentials must be submitted with your proposal for the City's review and evaluation consideration.

## 5.8 RESPONSE SPECIFICATIONS

- **Modification or Withdrawal of Response.** Responses cannot be altered or amended after the submittal deadline. Responses 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 Response 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 Response. **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 Respondent to withdraw a Response due to a material mistake in the Response.
- **Inquiries.** To ensure fair and objective evaluation, all questions related to this RFQ should be addressed only to the persons named in Section 3.5 of this solicitation.
- **RFQ Interpretation; Addendum.** Any interpretations, corrections, or changes to this RFQ 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>

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

**SECTION 6**  
**AWARD OF CONTRACT**

**6.1. SUCCESSFUL RESPONDENT'S DOCUMENTS:** The successful Respondent will provide its Response and any negotiated amendments to the Response to the Office of the Purchasing Manager as an electronic Word or PDF file.

**6.2. CONTRACT AWARD:** The selection of a Respondent and the execution of a contract, while anticipated, are not guaranteed by the City. The City reserves the right to determine which Response is in the City's best interest and to award the contract on that basis, to reject any and all Responses, waive any irregularities of any Response, negotiate with any potential Respondent (after Responses 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 Respondent will assume responsibility for all services offered in its Response, whether such services are provided by a subcontractor or joint venture arrangement. The successful Respondent will be considered the sole point of contact about contractual matters, including payment of all charges resulting from the contract.
- B. The successful Respondent 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 RFQ and the successful Respondent's Response, 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 Respondent.
- D. Be advised that exceptions to any portion of the RFQ may jeopardize acceptance of your Response. If exceptions are taken to the City's Contract, this will be clearly indicated and a full explanation given for each exception. It is required that the Response enumerate the specific clauses that the Respondent wishes to amend or delete and suggest alternative wording in the Response. In view of the length of time involved in obtaining the approval of legal counsel, Respondents are cautioned not to state that the Respondent's Response is subject to the Respondent's standard terms and conditions or that the final terms and conditions are subject to negotiation after award. This may result in the Response being deemed non-responsive, in which no further consideration or evaluation will be made.

**ATTACHMENT A**  
**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 B 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 Response 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 Responses 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 Response?       Yes       No

1. That you are fully informed of the contents of the solicitation and the circumstances of its preparation.
2. That your cost Response is genuine and is not a collusive or sham cost Response;
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 Response, 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 Response or in any other cost Response, or to secure through any collusion, conspiracy, or Contract any advantage against the City of New Braunfels or any other

respondent; and

4. The prices quoted in your cost Response are fair and proper and are not affected by any collusion, conspiracy, connivance, or unlawful Contract 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 RFQ 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 C  
EXCEPTIONS AND ALTERNATIVES FORM**

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

Respondents are to comply with all requirements of this solicitation, otherwise the Response may be deemed non-responsive. Exceptions may be considered if they are presented with the Response 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

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In the event the Respondent 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, Respondent is in complete Contract with this entire solicitation including any proposed terms, conditions and business arrangements described herein.*

---

(Authorized Signature)

Date

---

(Title)