

CITY OF NEW BRAUNFELS



REQUEST FOR QUALIFICATIONS

Air Traffic Control Tower Site Study and Design Solicitation # RFQ 22-039

Date Issued: October 7, 2022

**RESPONSES MUST BE RECEIVED NO LATER THAN:
3:00 P.M. CST November 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: 22-039 Air Traffic Control Tower Site Study and Design	<input checked="" type="checkbox"/> Request for Qualifications(RFQ) <input type="checkbox"/> Request for Proposal (RFP)	Date Issued: October 7, 2022
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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 20, 2022.**

SOQs will be received at the Office of the City Secretary at the address shown above until: **3:00 P.M. (CT), November 1, 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: <small>(NO collect calls, Telegraphic, Email, or Fax offers accepted)</small>	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:
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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.

OR

- (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 22-039 Air Traffic Control Tower Site Study and Design
Response Due Date: November 1, 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
October 7, 2022	RFQ issued on https://www.bidnetdirect.com/texas/city-of-new-braunfels and https://www.nbtexas.org/2694/Active-Solicitations
October 20, 2022	Deadline to receive questions shall be 5:00 P.M.
November 1, 2022	Response submission deadline – 3:00 P.M.
January 2023	Anticipated Contract

3.3 TERMS AND CONDITIONS

Terms and Conditions that apply to this solicitation can be found in Attachment D

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 established knowledge of the content and familiarity with the New Braunfels area
 - Delineate your understanding of the project's potential challenges and the sponsor's special concerns.
- **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 evaluation. This section should include information on:

 - Capability to perform and recent experience in airport projects comparable to the proposed task. Please provide at least three (3) to a maximum of five (5) examples of completed ATCT projects.
 - Evidence of experience with Disadvantaged Business Enterprise (DBE) requirements associated with Federal grants. Describe in detail your internal procedures, programs, or policies designed to foster commerce with DBE/SMWBE firms. You may include a copy of your firm's program if applicable
 - Key personnel and project staff professional qualifications and experience, their knowledge of FAA regulations, policies, and procedures including successful relevant experience.
 - Demonstrated ability to achieve schedules or deadlines, and to complete projects without loss of quality, major cost escalations, or overruns.
 - Capability to incorporate and blend aesthetic and architectural concepts with the project design while accomplishing the basic requirements that transportation facilities be functional, safe, and efficient.
- **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. 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, 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 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**

Background:

The City of New Braunfels is seeking Statements of Qualifications (SOQ) from qualified firms interested in providing design and siting services for the airport’s proposed new Air Traffic Control Tower (ATCT).

The New Braunfels National Airport (KBAZ) is a City owned and operated Class II General Aviation airport consisting of approximately 1,200 acres with two (2) runways, taxiways, parking aprons, and a Federal Contract Tower. The Airport provides services for private and corporate aircraft operators as well as military aircraft. The Airport is located on the I-35 corridor between San Antonio and Austin, TX. As a National airport, KBAZ serves not only the local region but national and foreign operators as well. KBAZ is part of the FAA Federal Contract Tower program and was awarded a \$1.5M siting and design grant under the Bipartisan Infrastructure Law.

The existing ATCT was originally built as a training facility by a private entity in 2007. Since then, Runway 13-31 was extended 1500' causing changes in LOS geometry, creating blind spots for the controllers for ground operations and aircraft on final for RY 13. The Airport Layout Plan shows another 1000' extension exacerbating the LOS issues. The 2019 Master Plan Update recommended relocating and constructing a new ATCT on the westside of the airfield as part of a development plan to include a new terminal with an ample aircraft parking apron to accommodate increased operations, and a parallel taxiway to Runway 17-35. The project will include a site selection study, environmental assessment, engineering and design documents, and future bidding and construction monitoring.

The City seeks to complete a comprehensive site selection study using the FAA approved Alternative Siting Process (ASP) and/or Visual Immersive Siting Tower Assessment (VISTA) and safety risk management processes to fulfill all siting and selection requirements for an FAA Contract Air Traffic Control Tower as Phase 1 of the project. Phase 2 will be an environmental study. Phase 3 will include programming, design, and construction document services to include ultimate FAA approval, design of site utilities, total ATCT design, and instrumentation specification. Phase 4 services will include bidding and award of Contract for Construction, Construction Administration, and inspection services. The successful Proposer will oversee the project from conception to final closeout.

The City is committed to a site and facility design to ensure that all systems function properly upon occupancy in accordance with applicable Federal Aviation Administration (FAA) standards and for its intended purpose. The Project design shall ensure City’s maintenance staff has adequate system access, control, monitoring capabilities, documentation, and training to properly monitor, manage and maintain the facility.

RFQ 22-039 –AIR TRAFFIC CONTROL TOWER SITING & DESIGN

Total cost of construction is estimated at \$12-15 million. The City anticipates starting the work in calendar year 2023. The agreement(s) between the sponsor (City of New Braunfels) and the selected consultant will be subject to all applicable Federal Rules and Regulations as identified in FAA AC 150/1500-14E. The most current version of the Federal Contract Provisions for A/E agreements will be attached to each agreement.

Schedule:

A Project Schedule that includes task work items, usual agency review times and milestones from contract approval of Phase 1 to completion of Phase 4, ATCT occupancy, is to be prepared and maintained by the Consultant. Initial schedule to be submitted to the City before the first payment application/invoice is reviewed.

A. Phase 1- Site Study/Pre-Design

- The Consultant shall provide pre-design services in accordance with FAA requirements for Air Traffic Control Towers including Order 6480.4B that include site evaluation, site selection alternates, final site selection and required safety management plans.
- Prepare a program definition with critical tasks defined and anticipated project schedule for the construction, equipping and startup of the ATCT.
- Determine which equipment is required for full operation and the advantages and disadvantages of owning and maintaining such equipment in accordance with the current Minimum Equipment List (MEL).
- Coordinate and assist Owner with meeting all relevant FAA Security and Safety requirements.
- Coordinate with FAA, Owner, and Environmental Consultants in meeting all applicable state and federal environmental laws and standards including requirements of the National Environmental Policy Act (NEPA) (40 CFR Parts 1500-1508 and FAA Order 1050.1F).
- Assist Owner with obtaining all necessary local, state, and federal land-use and construction permits.
- Provide and consolidate geotechnical evaluations, surveys, topographic/height information, and utility layouts to make siting determinations
- Coordinate public involvements to include public meeting(s), if necessary.
- Prepare and submit applicable regulatory permit applications, as required.
- Create and maintain overall project schedule, from preliminary planning through construction completion and ATCT commissioning.

B. Phase 2 – Environmental Assessment (EA)

Based on the results of Part 1 and approval of the FAA, the type and extent of environmental documentation will be determined. The Consultant may need to complete an Environmental Assessment of the proposed tower site in conformance with NEPA.

- The EA will be prepared in accordance with FAA Order 1050.1F, Environmental Impacts: Policies and Procedures, to document the environmental impacts of the Proposed Action as compared to the No Action.
- If the City receives notification from the FAA of a Categorical Exemption (CATEX) the Consultant will be asked to prepare the documentation for a CATEX.

C. Phase 3- Design Services, including programming, schematic design, design development, and construction document services

Based on the FAA approval of Phase 1 and 2, the Consultant will be requested to provide full bid documents of required improvements for public bidding.

- The fee associated with this portion of the project will be a separate negotiated lump sum figure based on agreed scope of work.
- Assist Owner with obtaining all necessary local, state, and federal land-use and construction permits.
- Geotechnical evaluations and topographic surveys required for design completion.

- Coordinate and assist Owner with meeting all relevant FAA approvals, submissions, meetings, or inspections.

D. Phase 4: Supplemental services – Bidding, Construction Administration, and Post Construction Warranty Inspection Services

- Bidding and Construction Phase Services, including Material Testing.
- Create and maintain overall project schedule, from preliminary planning through construction completion, ATCT commissioning, and an Operational Readiness Inspection (ORI) through commissioning.
- Conduct construction progress meetings and document same.
- Inspect work for conformance to project design and specifications.
- Evaluate and respond to nonconformities, requests for information, requests for change orders to the work, etc.
- Prepare and execute various legal documents (Plats, Deeds, etc.).
- Evaluate and identify equipment needed for the ATCT.
- The awarded Consultant should be prepared to attend all meetings with the Owner and the FAA as required. The Owner may at its own discretion modify, expand or reduce the Scope of Services as the need arises.

Performance Measures/Key Performance Indicators:

Upon contract award, the selected firm and the City shall mutually determine performance measures for the contract to include, but not be limited to, factors such as:

- adherence to schedule;
- effective communication with City staff;
- overall quality of design deliverables

**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 deemed most qualified will be invited to work with the City to develop the scope and provide a project design fee.

RFQ 22-039 –AIR TRAFFIC CONTROL TOWER SITING & DESIGN

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 chosen to develop scope, fee, and cost breakdown. If a mutually satisfactory contract can be negotiated, the 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>
Understanding of the project’s potential challenges and capability to perform all or most aspects of the project; awareness of sponsor’s special concerns and recent experience in airport projects comparable to the proposed task. Provide at least three (3) to a maximum of five (5) examples of completed ATCT projects.	25
Evidence that the Consultant has experience with Disadvantaged Business Enterprise (DBE) requirements associated with Federal grants. Describe in detail your firm’s internal procedures, programs or policies designed to foster commerce with DBE/SMWBE firms. You may include a copy of your firm’s program if applicable.	10
Key personnel and project staff professional qualifications and experience, their knowledge of FAA regulations, policies, and procedures including successful relevant experience.	20
Demonstrated ability to achieve schedules or deadlines, and to complete projects without loss of quality, major cost escalations, or overruns.	20
Degree of interest shown in undertaking of the project and their familiarity with and proximity to the geographic location of the project.	15
Capability to incorporate and blend aesthetic and architectural concepts with the project design while accomplishing the basic requirements that transportation facilities be functional, safe, and efficient.	10

TOTAL

100 pts

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 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 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 agent's identity 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*

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)

ATTACHMENT D SAMPLE PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF NEW BRAUNFELS, TEXAS, hereinafter referred to as CITY and _____, hereinafter referred to as "ENGINEER".

WHEREAS, CITY desires ENGINEER to perform certain work and services set forth in Scope of Services, marked Exhibit "A", and attached hereto and incorporated herein.

WHEREAS, the ENGINEER has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Article II, of this Agreement.

NOW, THEREFORE, all parties agree as follows:

I. GENERAL

ENGINEER shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in Article II hereof for the CITY in accordance with the terms, conditions and provisions of the Scope of Services, marked Exhibit "A", and attached hereto and incorporated herein for all purposes. CITY may, at any time, stop any services by the ENGINEER upon giving ENGINEER written notice. ENGINEER shall be bound to CITY by the terms, conditions and responsibilities toward the CITY for ENGINEER'S services set forth in this Agreement.

II. SERVICES

A. The following services, when authorized in writing by a Notice to Proceed, shall be performed by the ENGINEER in accordance with the CITY'S requirements:

[insert project description from the scope of services]

B. ENGINEER shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by ENGINEER under this Agreement. ENGINEER shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.

C. Neither CITY'S review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver if any rights under this Agreement or if any cause of action arising out of the performance of this Agreement, and ENGINEER shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by ENGINEER'S negligent performance of any of the services furnished under this Agreement.

D. The rights and remedies of CITY under this Agreement are as provided by law.

III. PAYMENT

The parties agree that ENGINEER shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "B". The contract amount specified shall not exceed \$XX,XXX. The contract amount specified in Exhibit "B" shall not be exceeded without written permission of the CITY.

IV. TIME FOR PERFORMANCE

A. ENGINEER agrees to commence work immediately upon execution of this Agreement and to proceed diligently with said work, except for delays beyond the reasonable control of ENGINEER, to completion as described in the Completion Schedule, attached hereto as Exhibit "C" and hereby made a part of this Agreement.

B. In the event ENGINEER'S performance of this Agreement is delayed or interfered with by acts of the CITY or others, ENGINEER may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays unless such delays exceed 90 days.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to the ENGINEER, unless ENGINEER shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and ENGINEER have agreed in writing upon the allowance of additional time to be made.

V. DOCUMENTS

A. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer files, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of the CITY. All instruments of service shall be professionally sealed as may be required by law or by CITY.

B. Such documents of service, together with necessary supporting documents, shall be delivered to CITY, and CITY shall have unlimited rights, for the benefit of CITY, in all instruments of service, including the right to use same on any other work of CITY without additional cost to CITY. If, in the event CITY uses such instruments of service on any work of CITY other than that specified in the Scope of Services, attached as Exhibit "A", provided ENGINEER completes this Agreement, under those circumstances CITY hereby agrees, to the extent allowed by Texas law, to protect, defend, indemnify and hold harmless the ENGINEER, their officers, agents, servants and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any inaccuracy, such use of such instruments of service with respect to such other work except where ENGINEER participates in such other work.

C. ENGINEER agrees to and does hereby grant to CITY a royalty-free license to all such instruments of service which ENGINEER may cover by copyright and to all designs as to which ENGINEER may assert any rights or establish any claim under the design patent or copyright laws. ENGINEER, upon request, agrees to furnish the originals of all such instruments including electronic design files of service to the CITY.

D. All text documents supplied to CITY as provided herein shall be in Word 2018 or fully compatible with Word 2017. Unless otherwise requested all design drawings supplied to CITY as provided herein shall be in Adobe PDF and AutoCAD compatible DWG format.

VI. TERMINATION

A. CITY or the ENGINEER may suspend or terminate this Agreement for cause or without cause by giving 30 days written notice to the other party. In the event suspension or termination is without cause, payment to the ENGINEER, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by CITY to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of its contract with ENGINEER, and in the event

CITY and ENGINEER fail to agree upon a modification to this Agreement, CITY or the ENGINEER shall have the option of terminating this Agreement. Payment to ENGINEER shall be made by the CITY in accordance with the terms of this Agreement, for the services mutually agreed upon by the CITY and the ENGINEER to be properly performed by the ENGINEER prior to such termination date.

VII. INSURANCE

- A. ENGINEER shall provide and maintain Workers Compensation with statutory limits.
- B. ENGINEER shall provide and maintain in full force and effect during the time of this Agreement, auto insurance (including, but not limited to, insurance covering the operation of owned and non-owned automobiles, trucks and other vehicles) protecting ENGINEER and CITY as an additional Insured with limits not less than \$1,000,000 for Bodily Injury/Property Damage (Combined Single Limit, Each Incident) and \$5,000 for Personal Injury Protection (PIP).
- C. ENGINEER shall provide general Liability Insurance. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. Insurance covering damages to property shall be in the sum of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00). The general Liability Insurance must name the CITY as an additional Insured.
- D. ENGINEER shall also provide and maintain Professional Liability Errors and Omissions Insurance coverage to protect ENGINEER and CITY from liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate. Such insurance shall be kept in effect for four years after the completion of the contract. If ENGINEER fails to maintain the insurance covered during that time, CITY may pay the premiums to keep the insurance in effect and recover the cost from the ENGINEER.
- E. A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Article shall be furnished to CITY before any services are performed. Such Certificate shall provide 30 days written notice to CITY prior to the cancellation or modification of any insurance referred to therein and continue to issue such certificate for four years after completion of the contract.

VIII. INDEMNIFICATION FOR INJURY AND PERFORMANCE

- A. ENGINEER further specifically obligates itself to CITY in the following respects, to-wit:
- B. The ENGINEER hereby agrees to protect, indemnify and hold harmless the CITY, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of the ENGINEER, its officers, employees, servants, agents or subcontractors, or anyone else under the ENGINEER'S, direction and control, and arising out of, resulting from, or caused by the negligent performance or failure of performance of any work or services called for by this Agreement, or from conditions created by the negligent performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, the ENGINEER shall be obligated to indemnify Indemnitee(s) as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.
- C. The ENGINEER is not responsible for the actions of the CITY'S contractor to perform the construction of the improvements covered under this Agreement.
- D. Acceptance and approval of the final plans by the CITY shall not constitute nor be deemed a release of this responsibility and liability of ENGINEER, its employees, associates, agents and consultants for the

accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and consultants.

IX. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

ENGINEER agrees that it is an independent contractor and not an agent of the CITY, and that ENGINEER is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve CITY of any responsibility or liability from treating ENGINEER'S employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. ENGINEER further agrees to indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of ENGINEER.

X. INDEMNIFICATION FOR PERFORMANCE

ENGINEER shall defend and indemnify Indemnitees against and hold CITY and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by ENGINEER in performing this Agreement.

XI. ASSIGNMENT

ENGINEER shall not assign or sublet this Agreement or any part thereof, without the written consent of City Manager. Sale of more than 50% ownership of ENGINEER shall be construed as an assignment.

XII. APPLICABLE LAWS

ENGINEER shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes, including the Americans with Disabilities Act, relating or applicable to services to be performed under this Agreement.

This Agreement is performable in the State of Texas and shall be governed by the laws of the State of Texas. Venue on any suit hereunder shall be in Comal County, Texas.

XIII. DEFAULT OF ENGINEER

In the event ENGINEER fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by CITY to ENGINEER, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to ENGINEER except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of ENGINEER to and from meetings called by CITY at which ENGINEER is required to attend, but shall not include any loss of profit of ENGINEER. In the event of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubmitting to others. In either event, the ENGINEER shall be liable for all costs in excess of the total contract price under this Agreement incurred to complete the services herein provided for and the costs so incurred may be deducted and paid by the owner out of such monies as may be due or that may thereafter become due to ENGINEER under and by virtue of this Agreement.

B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the ENGINEER.

XIV. ADJUSTMENTS IN SERVICES

No claims for extra services, additional services or changes in the services will be made by ENGINEER without a written agreement with CITY prior to the performance of such services.

XV. EXECUTION BECOMES EFFECTIVE

This Agreement will be effective upon execution of the contract by and between ENGINEER and CITY.

XVI. AGREEMENT AMENDMENTS

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

XVII. GENDER AND NUMBER

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely.

XVIII. COMPLETE CONTRACT

This Agreement, including the Exhibits lettered "A" through "C", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument.

XIX. NOTICES AND AUTHORITY

A. The ENGINEER agrees to send all notices required under this Agreement to the City Manager of the City of New Braunfels, or his designee, at 550 Landa Street, New Braunfels, Texas 78130. The ENGINEER understands that only the City Manager or his designee has the authority to represent the CITY or bind the CITY under this Agreement.

B. The CITY agrees to send all notices required under this Agreement to the ENGINEER at:

NAME:
TITLE:
ADDRESS:

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

OWNER
THE CITY OF NEW BRAUNFELS

ENGINEER
XX

BY: _____
Robert Camareno

BY: _____

TITLE: CITY MANAGER

TITLE:

ADDRESS:
550 Landa Street
New Braunfels, TX 78130

ADDRESS:
XX
XX