CITY OF NEW BRAUNFELS

REQUEST FOR PROPOSALS

Administrative Services for Community Development Block Grant
Solicitation # RFP 23-037

Date Issued: September 12, 2023

RESPONSES MUST BE RECEIVED NO LATER THAN:
3:00 P.M. CST September 28, 2023

New Braunfels Purchasing Department: Phone: 830-221-4398
Email: GGutierrez@newbraunfels.gov
**SOLICITATION AND OFFER**

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

<table>
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<tr>
<th>Solicitation Number: 23-037</th>
<th>☑ Invitation for Bid (IFB)</th>
<th>☑ Request for Proposal (RFP)</th>
<th>Date Issued: September 12, 2023</th>
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</table>

**Proposers must submit sealed proposals containing a signed original, 3 hard copies, and one electronic format (USB).**

Proposals will be received at the address shown above until: **3:00 P.M. (Central Time), September 28, 2023**
Proposals received after the time and date set for submission will be returned, unopened, upon request.

For information regarding this solicitation, contact:
Greg Gutierrez, Buyer
E-mail: ggutierrez@newbraunfels.gov
Phone: (830) 221-4398

<table>
<thead>
<tr>
<th>5% Proposal Bond Required:</th>
<th>YES</th>
<th>NO</th>
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<tbody>
<tr>
<td>100% Payment Bond Required:</td>
<td>YES</td>
<td>NO</td>
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<tr>
<td>100% Performance Bond Required:</td>
<td>YES</td>
<td>NO</td>
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*(If yes, refer to information in Section 5.)*

**OFFER**

Proposer will comply with the 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.**

<table>
<thead>
<tr>
<th>Company Name and Address of Proposer:</th>
<th>Name and Title of Person Authorized to Sign Offer:</th>
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<td></td>
<td>E-Mail Address:</td>
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<td></td>
<td>Phone Number:</td>
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<td>Fax Number:</td>
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**Signature:**

**(Applies to Request for Proposal only.)**
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SECTION 3
INSTRUCTIONS FOR RESPONSE

3.1 SUBMISSION OF PROPOSALS

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

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

OR

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

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

The outside of the Proposal envelope or package must state:

“RFP 23-037 Administrative Support for CDBG
Proposal Due Date: September 28, 2023, 3:00 PM CT”

It is the sole responsibility of the Proposer to ensure timely delivery of the Proposal. Owner will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Proposer. PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME WILL NOT BE ACCEPTED OR CONSIDERED.

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

3.2 TERMS AND CONDITIONS

Terms and Conditions that apply to this solicitation can be found at

3.3 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.
3.3 PROPOSAL CONTENT
Proposers shall limit proposals to 30 pages exclusive of tabs and forms. Each proposal, completed and signed by person(s) authorized to bind individual or legal entity, shall include the following in one envelope/package:

- **TAB 1: Solicitation and Offer Form:** Proposer must complete and sign form located on Page 2.
- **TAB 2: Documents:**
  a. **ATTACHMENTS A, B, & C**
  b. **Signed Addenda, if applicable**
- **TAB 3: Customer service, Quality, and Availability:**
  - The City will evaluate based on the Respondent’s approach to customer service, delivery availability, and price.
  - Submit a list of at least three (3) similar contracts performed by Contractor. The list should include names, telephone numbers, and email addresses of the clients, preferably municipalities if possible
  - Provide name, title, address, telephone and fax number, and email address of your single point of contact to represent your company with the City during the Contract
  - Proposer shall provide a brief narrative that clearly and concisely describes the Respondent’s organization and approach to the contract to include general Product availability, approach to relationship management, and any additionally relevant information.
- **TAB 4: Cost of Goods and Services**
  - The City will evaluate price as an important, but not sole, factor, considering the cost of base services and optional services if applicable.
  - Proposer shall submit the required pricing in the format of the Cost Proposal Form in this solicitation as Attachment A
- **TAB 5: Additional Supporting Documentation**, such as copies of licenses and certifications if Applicable
- **TAB 6: Deviations from Request for Proposal:**
  Reference Attachment C – Exceptions and Alternatives Form. Proposer is to indicate any deviations being offered in lieu of specified language referenced in the solicitation.

3.4 CONTACT FOR QUESTIONS

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

3.5 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.

All such addenda issued by the Purchasing Representative before the time that Proposals are received shall be considered part of the RFP. Only those inquiries the Purchasing Office replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. Proposers shall be responsible for monitoring the City’s website or BidNet for any updates pertaining to the solicitation described herein. Various updates may include addenda, cancelations,
notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

3.6 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.

3.7 PROPOSAL MODIFICATIONS/WITHDRAWALS
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.

3.8 NON-COLLUSION
Proposers certify that Proposals are made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product/service and that this Proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Proposers understand collusive behavior is a violation of federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.
SECTION 4 – SCOPE AND SPECIFICATIONS

4.1 INTRODUCTION:
The City of New Braunfels is soliciting proposals from qualified consulting firms to provide administrative services, and grant management services, for Community Development Block Grants ("CDBG") for Program Years 2023 to 2025. Additional services will be required for Program Years 2026 and 2027 upon renewal of annual contract.

4.1.1 Project Description
The City is a United States’ Department of Housing & Urban Development ("HUD") entitlement community that will receive $458,880 for Program Year 2023 for its CDBG program, which is an increase of over 20% since Program Year 2018. As such, the City is seeking to enter a contract with a competent consulting firm to administer and manage the CDBG Program; and facilitate and resolve HUD project monitoring activities.

4.1.2 Scope of Work
The City requires the services of a qualified professional, with the cooperation of the City’s Finance Department, Grants Division staff, to manage its CDBG program, including a subrecipient grant program from the application stage through implementation, and all associated HUD monitoring responsibilities to ensure compliance with HUD and federal guidelines and requirements.

Specifically, the awarded consulting firm agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570, the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these regulations, located at https://www.ecfr.gov/current/title-24/part-570.

As needed, Consultant may provide additional services such as statistical data collection and interpretation to be utilized for various HUD-required Plans, and program delivery for a City-managed, CDBG-funded minor home repair program.

4.2 ADMINISTRATION:
Consultant will be responsible for the overall management of the CDBG program and support all activities and requirements of the program including, but not limited to, environmental review services, monitoring, review of subrecipient reports and requests for reimbursement, contract management, labor relations/Davis-Bacon Act and Section 3 compliance, and Integrated Disbursement and Information System Online ("IDIS") maintenance and reporting. Consultant will also act as a liaison for the City’s Community Development Advisory Committee ("CDAC") in partnership with the City's Grants Division staff.

- Consultant agrees to provide general assistance and recommendations to the City and its administrative agents in matters relating to the administration and execution of its CDBG program including, but not limited to, staff training, internal project file monitoring, CDAC Project planning, implementation services, and project activity support.
- As a CDAC liaison, Consultant is responsible for corresponding with the committee, preparing agendas and minutes for City’s Grants Division staff’s approval, and maintaining CDAC attendance and other records.
- Consultant will meet weekly with City staff to review program progress and program regulations.
• **INVOICING:** Invoices must be submitted to the City’s Grants Division staff **no later than** the 10th calendar day of each month. The City’s Grants Division staff will submit approved invoice to Accounts Payable for issuance of payment.

4.2.1 **Annual Action Plans**
Consultant will assist in the preparation of the Annual Action Plans to be submitted using the most current version of HUD’s online support program, eCon Planning Suite, in accordance with instructions prescribed by HUD.

- Compile eligibility documentation in accordance with HUD regulations for current program year funded projects, including National Objective determinations.
- Prepare for, and be present during, HUD program monitoring of CDBG.
- Provide updates in IDIS to ensure all projects include required activity descriptions, locations, and beneficiaries.
- In cooperation with City’s Grants Division staff, prepare written procedures manual outlining implementation procedures for submittal to HUD at project monitoring.
- Assist in the preparation of a system of reporting and recordkeeping that includes the periodic updating of data in IDIS and the establishment and maintenance of activity records sufficient to demonstrate that each activity meets the regulatory requirements of the CDBG program.

4.2.2 **Citizen Participation Plan**
In cooperation with City’s Grants Division staff, the consultant will update Citizen Participation Plan as needed to ensure compliance with HUD regulations regarding with public notice documentation, public hearings, etcetera.

4.2.3 **CDBG Policies and Procedures Manual**
In cooperation with City’s Grants Division staff, the consultant will update CDBG Policies and Procedures Manual in accordance with HUD regulations. Consultant will assist with ensuring all organizational financial policies and other applicable procedures comply with Federal guidelines.

4.2.4 **Environmental Review Record**
The consultant will prepare an Environmental Review Record for the community acceptable for HUD approval and release of Community Development Program funds. The Environmental Review Record will include, as applicable:

- A description of the project to which it relates.
- Documentation showing each step in the Environmental Review process as follows:
  1. Determination of existing conditions,
  2. Identification of environmental impacts,
  3. Examination of identified impacts,
  4. Consideration of project modification, and
  5. Consideration of alternative projects.
- Documentation that the findings have been made and are supported by the Environmental Review Record.
- Documentation that the required steps in the Environmental Review process have been followed.
- Description of the existing environmental conditions.
RFP 23-033 Ground Power Unit

- A copy of the publication of Notice of Request for Release of Funds.
- A copy of the Request for Release of Funds.
- In cooperation with City’s Grants Division staff, Consultant may meet with the community’s Certifying Officer to review the Environmental Review Record prior to the Certifying Officer executing the Environmental Certification.

4.2.5 **Training and Contracts**

As needed, Consultant will create/provide training plan for CDBG subrecipients and CDAC members and provide technical assistance if necessary for subrecipients throughout program year. In cooperation with City’s Grants Division staff, Consultant will prepare legal contracts and associated supporting documentation for all subrecipients awarded CDBG funds.

4.2.6 **HUD Project Monitoring**

The consultant will prepare for, and attend, HUD Project Monitoring of subrecipients. Additionally, in cooperation with City’s Grants Division Staff, Consultant will prepare responses and provide technical assistance to any Findings and Concerns noted in HUD Project Monitoring if applicable.

4.2.6 **Consolidated Annual Performance and Evaluation Report**

In cooperation with City’s Grants Division staff, the consultant will prepare and file the Consolidated Annual Performance and Evaluation Report (“CAPER”) for the community in a format acceptable for HUD approval.

4.2.8 **Consolidated Plan**

In cooperation with City’s Grants Division staff, the consultant will prepare and file a 5 Year Consolidated Plan in 2025 for Program Years 2025-2029 for the community in a format acceptable for HUD approval.

4.3 **CONSULTANT QUALIFICATIONS:**

The City is seeking to contract with a competent consulting firm with experience in the following.

4.3.1 Consultant must have a college degree in urban planning, public administration, governmental affairs, community development, or the equivalent thereof.

4.3.2 Consultant must have at least ten (10) years of experience as a HUD-certified consultant or experienced in CDBG programs. City prefers consultant to have had municipal experience in administering HUD grants.

4.3.3 Consultant must have experience working successfully with the HUD offices in charge of CDBG funds and have a thorough working knowledge of all applicable federal statutes and HUD regulations.

4.3.4 The City will have no financial interest in the business of and will not be liable for any debts or obligations incurred by the Consultant.

4.3.5 Consultant, in the performance of its operations and obligations hereunder, will not be deemed to be an agent of City but will be deemed to be an Independent Contractor in every respect.

4.3.6 Consultant will acknowledge that its identity and peculiar capacity to provide the services described hereinabove will constitute a material consideration for the City’s execution of a contract with the consultant. Therefore, Consultant will not transfer or assign an awarded contract or any of the rights or privileges granted therein without the prior written consent of City. Such consent will be granted or denied solely at the City’s discretion.

4.3.7 If selected, Consultant will agree to comply strictly with all ordinances of the City of New Braunfels, Texas, and the laws of the State of Texas and of the United States while performing its obligations.
4.3.8 Consultant agrees that, if selected, it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability, in connection with federally funded programs.

SECTION 5 – INSTRUCTIONS FOR RESPONSE

5.1 ANTICIPATED SOLICITATION SCHEDULE:

<table>
<thead>
<tr>
<th>DATE</th>
<th>EVENT</th>
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<tbody>
<tr>
<td>September 12, 2023</td>
<td>RFP issued on <a href="http://www.bidnetdirect.com/texas">http://www.bidnetdirect.com/texas</a> and <a href="http://www.nbtexas.org">www.nbtexas.org</a>/.</td>
</tr>
<tr>
<td>September 22, 2023</td>
<td>Deadline for questions and requests for clarification.</td>
</tr>
<tr>
<td>September 28, 2023</td>
<td>Submittal deadline.</td>
</tr>
<tr>
<td>October 2023</td>
<td>City Council considers award of contract.</td>
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5.2 EVALUATION CRITERIA:

As per Section 5.3(c), the City will review proposals to determine the best value to the City in accordance with established specific, weighted criteria for selection. This section provides additional detail for requested information that will be utilized for evaluation.

- **PROFESSIONAL QUALIFICATIONS AND EXPERIENCE (20 points)**
  a. The City will evaluate based on the Respondent’s qualifications and successful experience with CDBG programs along with familiarity with, and knowledge of, applicable federal statutes and HUD regulations. City will consider the relevance of previous experience for all parties proposed as a part of the team.
    i. Provide a narrative in two (2) pages or less that describes the team’s qualifications.
    ii. Respondent will submit one-page resumes for all key team members.
    iii. List of HUD and/or CDBG trainings attended (provide certificates of completion when applicable) within the previous 2 years.
    iv. List of Respondent’s certifications applicable to this contract.
    v. Provide a list of comparable communities in which the team has provided CDBG services. List is to include a brief description of responsibilities, accomplishments, and dates of services. Additional details are to be provided within informational sheets requested below.

- **DEMONSTRATED EXPERIENCE AND EXPERTISE IN PROJECTS/CONTRACTS OF SIMILAR SCOPE (35 points)**
  a. The City will evaluate based on Respondent’s previous experience with project/contract management, including the Consultant’s ability to effectively work with personnel, communication and writing skills, and time management. In addition, the City will consider the consultant’s ability to successfully provide timely and professional HUD reports as requested.

  Respondent is to provide informational sheets regarding similar projects/contracts in which the team has provided CDBG services within the past 5 years. Each informational sheet must include the following; please limit response to one (1) page for each project/contract.
REFERENCES: Respondent is to notate “REFERENCE” after name of representative for municipality/entity on informational sheet for which Respondent has provided services within the past 3 years and is familiar with the typical management of the contract. Reference must be willing to respond to questions regarding the type, level, and quality of service provided; Respondent is to provide a total of three (3) references.

i. Provide the following information regarding a full administrative services program supported by Respondent within the past 5 years.
   - Most current population size of the entitlement community based on 2020 U.S. Census, and their allocated amount of CDBG funding within the past 5 years.
   - Concise description of services provided by Respondent to entitlement community.
   - For each entitlement community, provide electronic copies of documentation that was supported by Respondent that will demonstrate the needed experience indicated to manage the program e.g., the entitlement community’s current Consolidated Plan, the Annual Action Plan for Program Year 2022, and the Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year 2021. **Do not submit hardcopies of requested documentation.**

ii. The name of the entity/municipality, the name of the representative who served as the day-to-day liaison for the project/contract in the following format. Respondent is to notate if representatives may be contacted to provide a reference if needed.
   - Name of Entity/Municipality,
   - Name of Representative (note “REFERENCE” as applicable for a total of 3 Representatives),
   - Representative’s Phone Number,
   - Representative’s E-mail Address,

**RECOMMENDED APPROACH TO MANAGEMENT OF CITY’S PROGRAM (30 points)**

a. Respondent shall submit information in a brief narrative that clearly and concisely describes the anticipated organization and approach to the contract including, but not limited to, the respondent’s availability and ability to support the City in the management and administrative work as stated in Section 4, “SCOPE AND SPECIFICATIONS.” Narrative is to include information such as:

   i. Proposed approach to be used to support the scope, including Respondent’s best practice recommendations.
   ii. Describe Respondent’s standard practices to support City in situations such as program HUD audits and monitoring of subrecipient projects, etc.
   iii. Describe Respondent’s customer service plan and discuss lines of communication and interaction with City staff and others.

**PROPOSED FEE (15 points)**

a. The City will evaluate cost as an important, but not overriding, factor, considering the cost of base services and optional services provided by Respondent if applicable. If
   - Provide a flat rate, monthly fee for the provision of services as described in Section 4, “SCOPE AND SPECIFICATIONS.”
   - Provide an estimated annual cost for the provision of any additional services that may be required in the performance of work as described in Section 4, “SCOPE AND SPECIFICATIONS.”
Additionally, provide an hourly price schedule for additional services that may be required during the contract term.

5.3 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.

5.4 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.

5.5 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 RFP does not commit the City to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP.

- Solicitation to Remain Subject to Acceptance. All solicitations will remain subject to acceptance for one hundred twenty (120) days after opening without acting.

- City Council Approval Required. The City of New Braunfels City Council may approve the respondent selected to provide the services requested in this RFP. The City reserves the right to authorize contract negotiations to begin without further discussion with Proposers submitting a response. Therefore, each Proposal should be submitted as completely and accurately as possible. The City reserves the right to request additional data, oral discussions, or presentations in support of the written Proposal.

- Respondent's Obligation Regarding Evaluation:
  - Submission of Information. Submitters are cautioned that it is each 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.

**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 or PDF 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 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
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.
     o ______________________________________________________________
     o ______________________________________________________________
     o ______________________________________________________________
   - 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 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 its 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 hereby 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 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)
ATTACHMENT D – COST PROPOSAL FORM

Respondent shall provide a flat rate, monthly fee in format below. Fee is to include all costs associated with performing services as described in Section 4, “SCOPE AND SPECIFICATIONS.” Supportive costs for the management of the program e.g., publishing costs for public notices will be paid by City, not the awarded consultant.

NOTE: If applicable, Respondent must also provide an hourly price schedule for additional services that may be required during the contract term. Hourly price schedule is to be submitted as a separate attachment to Respondent’s proposal, and estimated annual costs are to be provided below.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>CONTRACT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PROGRAM YEAR 2023: October 1, 2023, to September 30, 2024</td>
<td>$ per month</td>
</tr>
<tr>
<td>1A</td>
<td>Administrative Support for CDBG Program</td>
<td>$ per month</td>
</tr>
<tr>
<td>1B</td>
<td>Estimated Annual Cost for Additional CDBG Program Support, if applicable</td>
<td>$ per year</td>
</tr>
<tr>
<td>2</td>
<td>PROGRAM YEAR 2024: October 1, 2024, to September 30, 2025</td>
<td>$ per month</td>
</tr>
<tr>
<td>2A</td>
<td>Administrative Support for CDBG Program</td>
<td>$ per month</td>
</tr>
<tr>
<td>2B</td>
<td>Estimated Annual Cost for Additional CDBG Program Support, if applicable</td>
<td>$ per year</td>
</tr>
<tr>
<td>3</td>
<td>PROGRAM YEAR 2025: October 1, 2025, to September 30, 2026</td>
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</tr>
<tr>
<td>3A</td>
<td>Administrative Support for CDBG Program</td>
<td>$ per month</td>
</tr>
<tr>
<td>3B</td>
<td>Estimated Annual Cost for Additional CDBG Program Support, if applicable</td>
<td>$ per year</td>
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<tr>
<td>4</td>
<td>Program Year 2026: October 1, 2026, to September 30, 2027</td>
<td>$ per month</td>
</tr>
<tr>
<td>4A</td>
<td>Administrative Support for CDBG Program</td>
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</tr>
<tr>
<td>4B</td>
<td>Estimated Annual Cost for Additional CDBG Program Support, if applicable</td>
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<tr>
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<td>Program Year 2027: October 1, 2027, to September 30, 2028</td>
<td>$ per month</td>
</tr>
<tr>
<td>5A</td>
<td>Administrative Support for CDBG Program</td>
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<tr>
<td>5B</td>
<td>Estimated Annual Cost for Additional CDBG Program Support, if applicable</td>
<td>$ per year</td>
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