

# **CITY OF NEW BRAUNFELS**



## **REQUEST FOR PROPOSALS**

**Litter Removal Services - Parks  
Solicitation # RFP 24-009**



## SOLICITATION AND OFFER

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

**Solicitation Number: RFP 24-009**

**Litter Removal Services – Parks**

☐ Invitation for Bid (IFB)

☒ Request for Proposals (RFP)

Date Issued:

**January 9, 2024**

### SOLICITATION

Questions may be submitted until **February 1, 2024, 5:00 P.M. (Central Time)**

Respondents must submit online or sealed responses containing one (1) signed original hardcopy and one (1) in electronic format (USB).

Submissions will be received at the office of the City Secretary at the address shown above until: **3:00 P.M. (CST), February 8, 2024**

Submissions received after the time and date set for submission will be returned, unopened, upon request.

For information regarding this solicitation, contact:

Greg Gutierrez, Buyer

Email: [ggutierrez@newbraunfels.gov](mailto:ggutierrez@newbraunfels.gov)

(NO collect calls, Telegraphic, Email, On-Line or Fax offers accepted)

5% Proposal Bond Required: ☐ YES ☒ NO

100% Payment Bond Required: ☐ YES ☒ NO

100% Performance Bond Required: ☐ YES ☒ NO

### OFFER

(This portion must be fully completed by Proposer.)

RFP's must be submitted by persons authorized to commit the responding qualified respondent to a procurement contract or agreement. By submitting your written proposal, you represent and warrant that your submitted proposal does not contain information that will violate the rights of any third party.

Respondent will comply with the General Terms and Conditions required by the City of New Braunfels.

In compliance with the above, upon contract award the undersigned offers and agrees to furnish any or all items or services awarded 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; ELECTRONIC OR MANUAL SIGNATURES WILL BE ACCEPTED. SIGNATURE SHOULD ALSO BE REFLECTED ON USB COPY OR ELECTRONIC SUBMISSION.

Name  
and  
Address  
of Respondent:

Name and Title of Person Authorized to Sign Offer:

E-Mail Address:

Phone Number:

Fax Number:

Signature:

Date:

Name, Address, email, and Telephone Number  
of Person authorized to conduct negotiations on  
behalf of Respondent.  
(Applies to Request for Proposal only)

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## SECTION 3

### RFP INSTRUCTIONS FOR PROPOSAL

#### 3.1 PURPOSE

This Request for Proposal (RFP) is issued by the City of New Braunfels, (hereinafter referred to as the "City"). The purpose of this RFP is to request proposal submissions from interested and qualified service providers qualified to provide Litter Removal Services on behalf of the City as more specifically described in Section 4 of this RFP.

The RFP contains submission requirements, the scope of service, period of service, terms and conditions and other pertinent information for submitting the proper and responsive proposal.

#### 3.2 AVAILABLE DOCUMENTS

Solicitation documents may be obtained from:

- the BidNet Direct website: <https://www.bidnetdirect.com/texas/city-of-new-braunfels>
- the City of New Braunfels' website: <https://www.newbraunfels.gov/2694/Solicitations>

#### 3.3 SOLICITATION SCHEDULE

DATE	MILESTONE
January 9, 2024	RFP issued on <a href="https://www.bidnetdirect.com/texas/city-of-new-braunfels">https://www.bidnetdirect.com/texas/city-of-new-braunfels</a> and <a href="https://www.nbtexas.org/2694/Active-Solicitations">https://www.nbtexas.org/2694/Active-Solicitations</a>
February 1, 2024	Deadline to receive questions shall be 5:00 P.M.
February 8, 2024	Proposal submission deadline – 3:00 P.M.
February 2024**	City Evaluation
February 2024**	Anticipated Contract Award

**\*\*City Evaluation and Anticipated Contract Award dates are estimates only and are subject to change without further notice.**

#### 3.4 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.

**If submitting an electronic bid through BidNet, an original hardcopy and USB will not be required.**

- (b) Deliver your Proposal, or changes to your Proposal, in SEALED ENVELOPES OR PACKAGES identified on outside as a Request for Proposal to Owner, with Respondent's name and address, and solicitation name. Failure to submit Proposal in this manner may subject Respondent 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 24-009 “Litter Removal Services”**

It is the sole responsibility of the respondent 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 respondent. **PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME WILL NOT BE ACCEPTED OR CONSIDERED.**

- (c) An authorized official of the firm must print or type their name and **SIGN THE ORIGINAL PROPOSAL, AND USB COPY MUST REFLECT THE SAME SIGNATURE.**
- (d) Proposals may not be withdrawn after the time set for the closing, unless approved by the City.
- (e) Your offer or a modification to your offer is LATE if received after the time set for Proposal opening and will not be considered.
- (f) To achieve a uniform review process and to obtain a maximum degree of comparability, the City of New Braunfels requires that Proposals be submitted with **one (1) original master (marked ‘original’), and one signed USB electronic copy of all documents listed below. If submitting an electronic bid through BidNet, an original hardcopy and USB will not be required.**

**Each Proposal completed and signed by person(s) authorized to bind individual, partnership, firm, corporation, or any other legal entity, will include the following in one envelope/package:**

- **TAB 1 - Solicitation and Offer Form**: Complete and sign form located on Page 1.
- **TAB 2 – Attachment A – Cost Proposal Form**
- **TAB 3 - Cover Letter** - Name and address of the Respondent, as well as a brief description of the company and its history, and how this makes the Proposer qualified for this bid.
- **TAB 4 - ATTACHMENT B – COMPANY INFORMATION AND CERTIFICATIONS**
- **TAB 5 - Experience, Qualifications, Key Personnel, and Resources** – Reference Section 5.1 1: Proposer’s Qualifications, Abilities, and References)
- **TAB 6 - Local Ties and Knowledge** – Describe the Respondent’s ties to and knowledge of the New Braunfels Community
- **TAB 7 - Additional Supporting Documentation**
  - Prime and Sub-Respondents: Conflict of Interest Form (per Section 3.14)
  - Prime Respondent: Certificate of Interested Parties – Form 1295 (per Section 3.15)

- Prime Respondent: Proof of Insurance: One copy completed and signed. A “for information purposes only” copy is acceptable. The awarded Contractor will be required to provide their certificate of insurance prior to contract award.
- Attach copies of contractor’s license, certifications, or any other documentation not referenced under another tab.
- **TAB 8 - 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.

### 3.5 CONTACT QUESTIONS

All *questions* concerning this solicitation shall be submitted in writing, on or before the date specified in Section 3.3: Proposal Schedule, to:

**Purchasing Representative:** Greg Gutierrez, Buyer, via email [GGutierrez@newbraunfels.gov](mailto:GGutierrez@newbraunfels.gov)

**All questions and/or clarification submittals shall identify the RFP in the subject line of the email message as follows:**

Questions – RFP 24-009: Litter Removal Services

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 regarding this solicitation on page 1. Any such contact may be cause for rejection of your Proposal.

### 3.6 RESPONSES TO QUESTIONS/INQUIRIES

Responses to questions/inquiries that directly affect an interpretation or change to this RFP will be issued in writing by Purchasing as an addendum and posted at:

- <https://www.bidnetdirect.com/texas/city-of-new-braunfels> and
- the City’s website <https://www.newbraunfels.gov/2694/Solicitations>

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.

### 3.7 SOLICITATION UPDATES

Respondents shall be responsible for monitoring the City’s website or BidNet Direct for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

### 3.8 EXCEPTIONS AND DEVIATIONS

Any exceptions to the specifications or objectives of the solicitation document must be clearly

stated in Respondent's Proposal using Attachment C.

### 3.9 COMPETITIVE PROPOSALS

Proposals will not be opened publicly to avoid disclosure of contents to competing respondents 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.

### 3.10 PROPOSALS AND MATERIALS SUBMITTED

All Proposers who choose to participate in the selection process or respond to the RFP agree that the City owns all rights related to the materials submitted in response to this RFP. Such materials will not be returned to the respondents and may be used by the City and its designees as may be in its best interest in any manner and in any media whatsoever.

### 3.11 SAFEGUARDING OF INFORMATION AND DATA

The Contractor will safeguard all information and data provided by the City. Further, Contractor will not sell or make available data or mailing lists compiled from data received from the City without the express written approval of the City Council, through the City's Finance Department, Purchasing division, with appropriate remuneration to the City

### 3.12 WHAT IS NOT ACCEPTED

A Proposal submitted by facsimile transmission (FAX) or by electronic mail (EMAIL) will **NOT** be accepted. A Proposal response received **AFTER** the deadline (as stated above) for submitting the Proposal response will **NOT** be considered under any circumstances and will be returned unopened to the submitter.

### 3.13 NON-NEGOTIABLE TERMS

The following terms or conditions are not negotiable:

- a. **Unfunded Liability.** The City will not incur a debt or obligation to pay selected Proposer any amounts the City does not have the current funds available to pay, unless the contract includes a provision for the City to appropriate funding for the debt or obligation.
- b. **Advance Payments.** The City will not make advance payments to a selected Proposer or any third party pursuant to this RFP or resulting contract.
- c. **Gift of Public Property.** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Proposer.
- d. **Procurement Laws.** The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws, including its own charter.
- e. **Limitation of Liability.** The City will not agree to allow the selected Proposer to limit its liability for breach or default of contract to the contract amount or to the amount the City has paid up to the time of the breach or default.
- f. **Attorney's fees; Legal Costs.** The City will not agree to pay the selected Proposer attorney's fees or other legal costs under any circumstances.

- g. **Delinquent Payments; Interest.** The City will not consider a payment delinquent, which is made within 30 days of receipt of the selected Proposer's approved invoice, in accordance with Texas law. If the City does not pay what is due and owing within the 30 days, the City will not agree to pay more than 1% interest per month on the overdue amount, in accordance with Texas law.
- h. **Venue; Applicable Law.** This RFP and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the RFP are fully performable in Comal County, Texas and venue for any dispute regarding contract shall be in Comal County, Texas.

### 3.14 CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

In accordance with Chapter 176 of the Texas Local Government Code, "Disclosure of Certain Relationships with Local Government Officers," persons, or their agents who seek to who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a **Conflict of Interest Questionnaire (Form CIQ)** with the City Secretary if the vendor has a business relationship as defined by Section 176.001(1-a) with the City and the vendor meets requirements under Section 176.006(a).

**Form CIQ** is available from the Texas Ethics Commission by accessing the following web address: [https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

If applicable, the completed Conflict of Interest Questionnaire (Form CIQ) shall be included with their response.

### 3.15 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

A proponent that will be awarded a contract that is greater than \$25,000 is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission ("TEC") website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed copy of the form to the City prior to the award of the contract. A contract, including a City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the vendor.



## SECTION 4

### PROJECT DESCRIPTION AND SCOPE OF WORK

#### 4.1 BACKGROUND:

The City of New Braunfels is soliciting proposals from qualified contractor(s) to perform litter removal services from various City parks. Contractor shall supply all labor, materials, and equipment for the performance of specified services which will maintain healthy and attractive park space for residents and visitors.

#### 4.2 SCOPE/SPECIFICATIONS:

Contractor shall provide the necessary personnel, facilities, services, materials, supplies, equipment, and supervision to furnish commercial-type litter collection/removal services in various City parks located in New Braunfels, Texas.

Contractor shall be responsible to carefully examine the specified contractual obligations and visit the worksites to verify the exact scope of the contract and the conditions under which the contractor will be obligated to perform the work prior to submitting a response to the solicitation. Field observations are encouraged to determine exact locations and boundaries of areas maintained. Contractors may contact the Purchasing Representative on Page 1 of this solicitation if assistance is required to identify locations and boundaries.

Unit prices must be all inclusive; there shall be **no additional charges** for fuel, insurance, supplies, or any other separate charges.

**4.2.1** For the purposes of this contract, litter is loosely defined as all trash that is 1" x 1" and larger which may include, but not be limited to, items such as food wrappers, bottles, tires, natural brush e.g. branches and small limbs, etc. Although generally smaller than the designated size, Contractor is also required to pick up and dispose of cigarette butts. Litter collection also includes emptying City-owned trash receptacles.

**4.2.2** The contractor shall be responsible for maintaining an adequate supply of materials on each service vehicle necessary for performing the required daily services. This includes but is not limited to:

- a.** All safety equipment and all other materials to be utilized for the performance of specified services.
- b.** Star-bottom (*to reduce leakage*) trash receptacle liners in the following sizes:
  - 1 to 2 mil thickness, 38" x 58", 55-gal capacity
  - 1 to 2 mil thickness, 52" x 75", 96-gal capacity
- c.** City reserves the right to review and approve or request substitutes of materials and equipment utilized for the performance of specified services.

#### **4.2.3 PLACEMENT OF LITTER RECEPTACLES**

- a.** Litter receptacles are provided by the City.
- b.** Additional receptacles are to be requested in writing to the City-designated authorized representative(s). Requests will be granted at the discretion of the City based upon available funding, customer need, and park aesthetics. Logos will be provided by the City.
- c.** The contractor shall ensure that the condition of the receptacles will reflect positively on the City of New Braunfels.

- d. Receptacles shall be washed and sanitized at least once a month, at an increased frequency if necessary, or at the discretion of the City-designated authorized representative(s) due to heightened insect activity, significant odor, or a public health and/or safety concern. Receptacles are to be washed onsite as there are spigots available in each park to which the contractor can connect a water hose. Contractor is responsible for adhering to any water restrictions in effect at the time of service.

#### 4.2.4 FREQUENCY OF SERVICE / SCHEDULE

- a. Park service areas must be sufficiently staffed to prevent trash receptacles and grounds from becoming littered and unsanitary, and receptacles from being overfilled.
- b. Contractor's staff is to complete service in one service area prior to moving to another.
- c. Receptacles and grounds must be readied for daily use no later than 9:00 A.M.
- d. Staff will be required to sign out at the end of each weekday shift at the Park Operations Headquarters located at 115 Elizabeth Avenue.
- e. Contractor staff is to be onsite in accordance with the following frequencies:
  - **Standard Hours:** staffed daily from 6:00 A.M. to 4:00 P.M. (weekdays, weekends, and holidays)
  - **Off Season (October through March):** Anticipate reduced hours for routine litter service. During this time, Contractor should redirect attention to smaller particles, such as cigarette butts, bottle caps, and wrappers e.g. "micro-picking".
  - **Peak Season (Memorial Day through Labor Day):** staffed from 6:00 A.M. to 4:00 P.M. in addition to an evening shift from 6:00 P.M. until 8:30 P.M.
- f. Extra service must be available with notice by the City by phone or in writing. For after-hours service, Contractor must provide emergency contact information as requested in Attachment B, "Company Information", of this solicitation. **Contractor must contact City representative within 30 minutes from receipt of an emergency phone call.**

#### 4.2.5 DESIGNATED PARK AREAS

- a. **LANDA PARK and LANDA HAUS** (approximately 162 receptacles)

**Location Note:** Landa Park receives an extremely high volume of use as 200,000+ residents and visitors utilize the park on an annual basis. The highest volume timeframes are on weekends and holidays, from Easter through Labor Day, although usage may fluctuate due to weather conditions. Contractor is also responsible for receptacles located in the front of Landa Haus.
- b. **HINMAN ISLAND PARK** (approximately 31 receptacles)

**Location Note:** Hinman Island receives a high volume of use throughout the warmer months due to tubing/river use. Portions of Hinman Island Park are currently serviced by a separate litter contract from March through October annually. However, this does not reduce the Contractor's area of responsibility of frequency of collection. For informational purposes, the other contract provides service to receptacles in the following areas:

  - Tuber Entrance at Hinman Island (4 receptacles)
- c. **PRINCE SOLMS PARK** (approximately 22 receptacles)

**Location Note:** Portions of Prince Solms Park are currently serviced by a separate litter contract from March through October annually. However, this does not reduce the Contractor's area of responsibility of frequency of collection. For informational purposes, the other contract provides service to receptacles in the following areas:

- Prince Solms parking lots (approximately 20 receptacles around the outer curb of Lebschier Drive)
- Prince Solms shuttle zone (approximately 6 receptacles)

**d. RIVER ACRES PARK and FLOOD LOT** (approximately 8 receptacles)

**Location Note:** Contractor is required to pick up trash from the curb to the edge of the river but it is not necessary to remove litter from the river itself. Portions of River Acres Park are currently serviced by a separate litter contract from March through October annually. However, this does not reduce the Contractor's area of responsibility or frequency of collection. For informational purposes, the other contract provides service to receptacles in the following areas:

- Additional receptacles are added as user demand necessitates near portable toilets.

Additionally, Contractor is responsible for receptacles located at the Flood Lot at 609 Crest Lane.

**4.2.6 ADDITIONAL REQUIREMENTS**

- Contractors will be responsible for the transportation of all items collected during the clean-up operations for disposal in trash dumpsters provided by the City.
  - Landa Park (nearest location for Hinman Island Park)
  - Prince Solms Park (nearest location for Hinman Island Park)
  - Cypress Bend Park (nearest location for River Acres Park)
- If City-designated dumpsters are full, then the contractor is responsible for contacting the City-designated authorized representative(s) to request approval for the disposal of litter in an alternate City dumpster.
- The contractor shall furnish and pay for all means of removing all trash and debris generated by this work. The area shall be kept clean and maintained on a daily basis. No debris shall be dumped and left about the surrounding areas. Upon completion of the work, the area shall be left clean and free of any trash and debris.
- The contractor shall be responsible for the disposal of all waste or hazardous materials resulting from the work. Handling, transport, and disposal of waste or hazardous materials must be done in such a manner as to insure the highest level of safety to the environment and to public health. The contractor shall assume full responsibility and liability for and act prudently in all aspects of handling, transport and disposal of any hazardous materials, securing any licenses and permits required by law and ensuring that any disposal facility to which any scrap, waste or hazardous materials may be moved are in accordance with Federal, State, and local laws and regulations.

**4.2.7 INCLEMENT WEATHER**

- Contractor shall anticipate working through inclement weather conditions including rain, sleet, snow, extreme hot/cold temperatures, and high wind to meet contract requirements. Contractor shall immediately contact the City-designated authorized representative(s) if weather conditions produce adverse effects making refuse/litter collection a detriment to any Park interior. When a severe weather event occurs, this contract may be suspended until the event is over or the area is safe to continue performance.

**4.2.8 REQUIRED REPORTS**

- Contractor must provide the designated Parks Department representative a written work schedule prior to the start of the contract period, to be specified by date, day of week,

number of employees and park locations.

- b.** The contractor shall submit in writing a weekly report detailing each day's activities and the amount of litter collected at each facility/location by number of trash cans emptied or trash bags filled. This report should also include a summary of any significant events that occurred during the invoiced period and a summary of improvements that could apply to reducing litter in the parks serviced or improve operations.
- c.** The contractor shall submit in writing, any deviation and reasoning from the normal work schedule within one (1) day of the deviation.
- d.** The contractor shall submit in writing a copy of all Federal or State permits that are received in connection with this contract.

#### **4.3 GENERAL REQUIREMENTS:**

##### **4.3.1 QUALIFICATIONS**

Specified services shall be performed by a Company with a minimum of five (5) years' experience or documented experience specializing in this type of work. Contractor shall hold all proper and current licenses and bonds. In addition, the contractor is responsible for obtaining all required permits and inspections as applicable.

The contractor shall supply all labor, equipment, materials, transportation, and tools necessary for the proper execution and completion of the work; and shall perform in the best and most workmanlike manner the complete scope of services and everything incidental thereto, as stated in the specifications or reasonably implied in accordance with the contract documents.

The contractor shall be solely responsible for their vehicles, equipment, tools, supplies, materials, and other property. The contractor shall remove such items from the work sites at the end of each work shift, as practical, and keep them in the contractor's possession unless otherwise approved by the City.

Contractor is required to have a centralized point of contact and shall provide full time supervision of qualified personnel with demonstrated experience to perform the work required under this solicitation. Unless specified to the contrary, all material used shall be new and of the best kind and grades specified and all workmanship shall be up to the best recognized standards known to the various trades. Contractor shall not subcontract or assign the performance of any of the services in this contract without the prior written approval of the City.

##### **4.3.2 SUPERVISION**

- a.** Contractor shall have one supervisory level employee onsite during work at all times; Supervisor should be fluent in verbal and written English language. The contractor shall personally supervise all work as specified in the contract. If the contractor cannot or will not personally supervise the work a competent foreman or superintendent is to be assigned the responsibilities of supervision of all work in progress as specified in the contract.
- b.** The contractor will be required to designate, in writing, to the City, the name and mobile phone number of anyone serving as foreman or superintendent in the absence of Contractor's employees. The designated foreman or superintendent may not commence work duties until approved by the City.
- c.** The designated foreman or superintendent will be given full authority and power to act on behalf of the contractor on items pertaining to overall work performance, management, coordination, and supervision, whenever work specified herein is being performed.
- d.** The designated foreman or superintendent may also serve as the Quality Control Inspector;

provided that their job performance is maintained at an acceptable level to the City.

- e. The awarded contractor shall provide supervision of all work crews at all times while performing work under this contract. Personal supervision is not required provided that communication equipment or other means are provided that enable the work crew to communicate with the contractor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.

#### **4.3.3 EMPLOYEES**

- a. Contractor will ensure that all personnel, including any subcontractors, wear an ID Badge and a uniform, consisting of a shirt and pants, that reflects positively on the City, and clearly identifies the employee as staff of the contractor. Shirts are to be worn properly at all times.
- b. As there is potential interaction between the contractor and the public during the performance of this contract, Contractor is required to perform local, state, and out-of-state criminal background checks for each employee working on this contract prior to the implementation and during the term of the contract. Initial background checks are to be submitted to the City for each recommended employee at the Contractor's expense no later than ten (10) days after contract award. All background checks are to be retained by the contractor and submitted to the City for each employee upon request during the term of the contract. These background checks must include local, state and out of state checks to the extent allowable by law, including, at a minimum, references and prior employment histories to the extent necessary to verify representations made by said employees relative to their employment in the preceding five years. The City, at its sole discretion, has the right to restrict any employee who has a questionable background or criminal check results.
- c. Contractor's employees must be courteous to the public at all times while at the work site. Work is to be completed in a professional and safe manner with the understanding that children could be nearby. In the presence of the public, conversations must be professional e.g. no use of profanity.
- d. Contractor shall remove any personnel unable to perform specified services or anyone at risk of endangering persons or property.
- e. Contractor's employees will not consume/possess alcohol or use/possess any illegal drugs, or be under the influence of such while on City property and/or carrying on the requirement of this contract. The contractor shall immediately remove any such employee from the work site. Smoking is only permitted in designated exterior locations.
- f. Conflicts, or potential conflicts due to required work and public use of a location, shall be reported to the City-designated authorized representative(s).
- g. Notification to Contractor of complaints shall be in writing if time and circumstance permits. Otherwise, notification shall be verbal or by telephone and shall be confirmed in writing as soon as possible.

#### **4.3.4 SAFETY / VEHICLES**

- a. All vehicles utilized under this contract will be clean, free of dirt and grime, without noticeable rust spots or faded paint, and shall comply with safety standards required by the State of Texas.
- b. All vehicles must maintain current registration, inspection, and insurance.
- c. All vehicles used by the contractor must be clearly marked with the company name or logo, conspicuously displayed on door panels. Markings may include professionally-applied hand lettering, magnetic signs, or pressure sensitive decals.

- d. All vehicles operating from a public road shall have a rotating amber caution light mounted on the top of the vehicle.
- e. The contractor will be required to employ efforts to reduce compaction, erosion and flora degradation of park interior where refuse collections occur via lightweight vehicle e.g. alternating collection route paths.
  - A compact pickup truck e.g. Ford Ranger, or utility vehicle e.g. John Deere Gator, or City-approved equivalents shall be used in any interior park, off-road refuse collection.
  - Collection vehicles used for interior park routes will not have mud grip or tractor type tire treads. Interior park is defined as the area immediately past a paved surface within the park's boundary.
  - Interior park collection routes shall be alternated on a bi-weekly basis where applicable.
- f. The contractor shall cooperate with City personnel in safeguarding public property and shall be responsible for reporting acts of illegal dumping, vandalism, larceny or pilferage to the City as part of the quality control reports.
- g. Contractor will provide all required safety signage, barricades, and flashers/strobes.
- h. Contractor will park vehicles and equipment off City streets where possible. Under no circumstances shall any vehicle or equipment be parked on the inside lane of any street. Any vehicle or equipment parked in the far right lane of any street shall have safety flashers on and working properly. The area behind the parked unit must be cordoned off with safety cones spaced ten (10) feet apart and a minimum of one hundred (100) feet behind the unit. The vehicles shall be clearly identified with the contractor's company name and telephone number. The City shall not be held responsible for Contractor's vehicle(s) that are ticketed for parking violations received while performing the specified work therefore, Contractor shall be responsible for the legal parking of contractor's vehicle(s).
- i. Contractors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by the City.
- j. The contractor shall exercise extreme caution while working on medians, road sides and high traffic areas. TXDOT approved cautionary signage, safety vests and cones are **required** when crews are working in **any** traffic situations.

#### 4.3.5 INSPECTIONS

- a. The contractor is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed in each service is in full compliance with the contract.
- b. The contractor shall designate, in writing, a Quality Control Inspector, whose main duty shall be to verify contract conformity of all work performed.
- c. If completed areas do not meet contractual specifications:
  - City-designated Parks Department representative(s) will contact the contractor to correct deficiencies. Corrected work areas shall be completed at no additional cost to City.
  - City representative(s) will re-inspect areas within 24 hours of notification of completion.
  - Areas requiring re-inspection may not be considered for payment for that billing cycle if deficiencies are not corrected in a timely manner. Contractor is responsible

for submitting pro-rated invoice(s) as applicable.

- d. City will inspect all properties with Contractor on a monthly basis, however, City also reserves the right to make random inspections of the area and the work performed to determine whether the requirements of the contract are met. Contractor shall be notified, verbally and in writing, of the results of the inspections.
- e. The City may inspect required equipment, supplies, and safety items at any time when in use on City property. Any deficiencies, including personnel, shall be removed from service immediately until faulty conditions have been corrected and approved by the City. No such removal will reduce the contractor's obligation to perform all work required under this contract and within the time schedule.
- f. The City reserves the right to reject contractor's furnished materials and workmanship which does not conform to specifications.

#### **4.3.6 DAMAGE**

- a. The City assumes no responsibility for the contractor's property nor offers any storage for equipment, tools or supplies.
- b. The City shall not be liable for any loss or damage sustained by the contractor. The contractor shall save the City whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the performance of work under this agreement.
- c. The contractor shall exercise every necessary precaution for the safety of work site and the protection of any and all persons and/or property located adjacent to or making passage through the work site.
- d. The contractor shall be responsible for any property damage caused by the use of vehicles or other equipment while engaged in this contract.
- e. The contractor will be responsible for any damages to the irrigation system due to negligence on the part of the contractor or the contractor's representative.
- f. Any damage to public or private property shall be reported immediately to the City-designated authorized representative(s).

#### **4.3.7 PERFORMANCE MEASURES**

**Performance assessment plan will be negotiated with contractor before contract execution.**

**Examples of performance measures include, but are not limited to, the following:**

- a. Contractor has submitted background checks to City prior to employees beginning specified services.
- b. City staff will monitor the service areas for cleanliness expectations within 30 minutes on Saturday, Sunday, and City-designated holidays, and within 2 hours on Monday through Friday, upon notification of completion by Contractor.
- c. City staff will monitor Contractor to ensure compliance with all specified contractual obligations e.g. all litter in the Parks grounds, and all windblown litter around the water, has been picked up by 9:00 A.M.
- d. Service areas identified by Parks and Recreation staff as needing attention/service have been resolved within one (1) hour of reported time to Contractor.
- e. Contractor's staff has completed service in one service area prior to moving to another.

- f. All containers have been serviced prior to overflowing; and containers in need of repair or replacement have been reported daily.
- g. At the conclusion of each day, the grounds are clean, and the litter receptacles are emptied, cleaned, and readied for the following day.
- h. Contractor's staff is in uniform as specified.
- i. All of Contractor's equipment and vehicles have logos, and vehicles have current registration and inspection sticker
- j. Invoices, daily reports, and photos (as needed) are submitted on time and in a complete manner.
- k. City will notify Contractor of number of calls received from City-staff, outfitters, or customers regarding satisfactory and unsatisfactory performance by Contractor.
- l. Customer Satisfaction Survey results will be discussed with Contractor such positive and negative feedback received via phone calls from City-staff, residents, or visitors.

#### **4.3.8 INVOICE SUBMISSION**

**Invoices:** Invoices are to be submitted by Awarded Contractor per instructions in Section 3, Paragraph 3.4 (a). However, Awarded Contractor shall also submit duplicate invoices by the 5<sup>th</sup> of each month as directed in the above paragraph to:

**CITY OF NEW BRAUNFELS, PARKS DEPARTMENT**

**ATTN: ASSISTANT PARKS DIRECTOR**

**110 GOLF COURSE RD**

**NEW BRAUNFELS, TEXAS 78130**

**Phone No: (830) 221-4350**

Monthly invoice must be condensed to list all locations maintained in that cycle with an itemized attachment including tracked services for the billing cycle. Contractor shall also track quantity of services rendered.

#### **4.3.9 LIQUIDATED DAMAGES / BILLING ADJUSTMENT**

- a. If the Contractor fails to deliver the supplies or services called for in this contract, or otherwise fails to perform in a timely manner, or does not comply with all applicable specifications, the Contractor shall, in place of actual damages, pay to City of New Braunfels as fixed, agreed, and liquidated damages, in the amount of **\$430** for each calendar day of delay. Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond Contractor's control, or not caused through Contractor's fault or negligence. If City has determined service to be insufficient and is not corrected by Contractor during the associated billing cycle, Contractor is to submit an adjusted invoice(s) reflecting pro-rated costs for locations with insufficient or missing services.



## SECTION 5

### QUALIFICATIONS AND EVALUATION CRITERIA

#### 5.1 SELECTION PROCESS

It is the intent of the City to make one award to the respondent offering the best value to the City, based on evaluation criteria listed in this solicitation and proposer's submitted proposal.

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

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

The criteria to be considered by The City in evaluating proposals and selecting Contractor, will be those factors listed below with their relative weightings:

- **70 points – Proposed Contract Pricing.** The City will evaluate price as an important, but not sole, factor, considering the cost of base services and optional services if applicable.
  - Respondent shall submit the required pricing in the format of the Cost Proposal Form in this solicitation as Attachment A.
- **15 points – Qualifications and Experience in Contracts of Similar Scope:**

The City will evaluate based on the Respondent's qualifications and successful experience in project/contracts of similar scope. City will consider the relevance of experience for all parties proposed as a part of the team.

  - Provide a one-page narrative that describes Respondent's overall qualifications.
  - Provide a list with the names, job titles, and licenses/certifications (if applicable) of all full-time and part-time employees who will be assigned to the contract; also notate their relevant experience with contracts of similar size and scope. Employee list must contain a minimum of one (1) supervisor with a minimum of three (3) years of experience; include Supervisor's address, telephone number, and license numbers.  
Include information for subcontractors if applicable.
  - Provide one-page descriptions of three (3) similar projects/contracts that have been awarded to the Respondent within the last five (5) years, preferably for municipalities or other governmental entities. Each sheet should include the following:
    - a. Scope of litter removal services provided for company/municipality ("Owner");
    - b. Term of project/contract and approximate annual value of project/contract;
    - c. Brief description of any complaints or issues regarding services and/or personnel and what actions were taken if services were not performed to specifications;
    - d. The Owner's name; and the name of the representative (if different) who served as the day-to-day liaison for the contract in the following format:
      - Name of Owner/Representative; Phone Number; and Email Address
- **15 points – Proposed Contract Management.** Respondent shall provide a brief narrative that clearly and concisely describes the Respondent's organization and approach to the contract to include general availability, current Quality Assurance/Quality Control (QA/QC) procedures and problem resolution, current Safety procedures/policies, and any additionally relevant information

5. **Threshold Criteria Not Scored:**

- 1.1 Ability of City to comply with laws regarding Historically Underutilized Businesses; and
- 1.2 Ability of City to comply with laws regarding purchases from persons with disabilities.

6. **Supplemental Consideration.** As a supplement to the above-described criteria, City may give consideration to any additional information and documentation submitted by a Proposer if City deems such information to be relevant, and to serve the best interests of, and provide the best value to, City.

**TOTAL POSSIBLE POINTS: 100**

7. **OPTIONAL-** The City may determine that it is necessary to interview short-listed firms prior to making a recommendation to the City Council. The City reserves the right to determine whether an interview will be conducted for every solicitation/project.

8. **Pass/Fail: Availability**—The firm must be able to start the project immediately and complete all work as specified. Please include availability and ability to commit to successful and expeditious completion of the management and administrative work. Availability shall be defined in the Cost Proposal Form (Tab 2)

- 5.2 **Other Considerations.** The City reserves the right to request additional information or consider historical information and facts, whether gained from the Proposal, references, or any other source, in the evaluation process, including 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 RFP or subsequent contract, and any working relationships, past or present, a respondent may have with its other clients.

- 5.3 Respondent should be aware that the contents of the successful Proposal response will become part of subsequent contractual documents.

- 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**

- 5.6.1 **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.

**5.6.2 Solicitation to Remain Subject to Acceptance.** All solicitations will remain subject to acceptance for one hundred eighty (180) days after opening without taking action.

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

**5.6.4 Respondent's Obligation Regarding Evaluation:**

- a. 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.
  - b. 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.
- 5.6.5 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.
- 5.6.6 Lobbying Prohibited.** Proponents are prohibited from directly or indirectly communicating with City Council members regarding the Proponent's qualifications or any other matter related to the eventual award of a contract for the services requested under this RFP. Proponents are prohibited from contacting city staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the proponent from the selection process.

**5.7 PROPOSAL SPECIFICATIONS**

**5.7.1 Modification or Withdrawal of Proposal.** Proposals cannot be altered or amended after the submittal deadline. Proposals may be modified prior to the deadline only by providing a written notice by mail or email) to the Purchasing Representative at the address shown herein. A submitter's Proposal may also be withdrawn in writing by providing the same notice by a submitter or the submitter's authorized agent, providing the agents identify is made known and the agent signs the request to withdraw Proposal. **HOWEVER, IN THE EVENT OF WITHDRAWAL, THE SUBMITTER WILL NOT BE ALLOWED TO RESUBMIT.** This provision does not change the common law right of a proposer to withdraw a Proposal due to a material mistake in the Proposal.

## SECTION 6

### CONTRACT TERMS AND CONDITIONS

#### 6.1 CONTRACT TERM

Should a contract be awarded as a result of this solicitation, the Agreement shall become effective upon the date of the final signature and shall remain in effect through December 31, 2027 with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in this RFP or the subsequent Agreement.

#### 6.2 GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Sample Agreement (ref. APPENDIX ONE) or, in the sole discretion of the CITY, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will redline attached Agreement (ref. APPENDIX ONE) and include redlined Agreement as part of its proposal in accordance with Section 3.8 of this RFP. Proposer's exceptions will be reviewed by the CITY and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then the CITY may consider Proposer's exceptions when the CITY evaluates the Proposer's proposal.

## ATTACHMENT A - COST PROPOSAL FORM

Unit prices must be all inclusive of all labor, materials, and equipment for the performance of specified services.

Item	Item Description	Unit of Measure	Unit Price
1A	<b>Litter Removal Services: Landa Park and Landa Haus</b> Weekday, Weekend, and Holiday Price	DAY	\$
1B	<b>Litter Removal Services: Landa Park and Landa Haus</b> Weekday Only Price	DAY	\$
1C	<b>Litter Removal Services: Landa Park and Landa Haus</b> Weekend/Holiday Only Price	DAY	\$
1D	<b>Litter Removal Services: Landa Park and Landa Haus</b> Peak Season Evening Shift Price	HR	\$
2A	<b>Litter Removal Services: Hinman Island Park</b> Weekday, Weekend, and Holiday Price	DAY	\$
2B	<b>Litter Removal Services: Hinman Island Park</b> Weekday Only Price	DAY	\$
2C	<b>Litter Removal Services: Hinman Island Park</b> Weekend/Holiday Only Price	DAY	\$
2D	<b>Litter Removal Services: Hinman Island Park</b> Peak Season Evening Shift Price	HR	\$
3A	<b>Litter Removal Services: Prince Solms Park</b> Weekday, Weekend, and Holiday Price	DAY	\$
3B	<b>Litter Removal Services: Prince Solms Park</b> Weekday Only Price	DAY	\$
3C	<b>Litter Removal Services: Prince Solms Park</b> Weekend/Holiday Only Price	DAY	\$
3D	<b>Litter Removal Services: Prince Solms Park</b> Peak Season Evening Shift Price	HR	\$
4A	<b>Litter Removal Services: River Acres Park and Flood Lot</b> Weekday, Weekend, and Holiday Price	DAY	\$
4B	<b>Litter Removal Services: River Acres Park and Flood Lot</b> Weekday Only Price	DAY	\$
4C	<b>Litter Removal Services: River Acres Park and Flood Lot</b> Weekend/Holiday Only Price	DAY	\$
4D	<b>Litter Removal Services: River Acres Park and Flood Lot</b> Peak Season Evening Shift Price	HR	\$

## PRICING DETAILS

Responses shall include the attached Pricing Details ("Exhibit B"). Failure to include the exhibit and/or provide pricing within the electronic bidding system shall be grounds for disqualification.

**No proposal may be accepted which has not been signed in the appropriate space below:**

## COST PROPOSAL FORM – SIGNATURE PAGE

**I certify, under penalty of perjury, that I have the legal authorization to bind the Respondent/firm hereunder:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

Email: \_\_\_\_\_

**ATTACHMENT B**  
**COMPANY INFORMATION AND CERTIFICATIONS**

**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) \_\_\_\_\_
- Federal Employer Identification Number: \_\_\_\_\_
- Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_
- DUNS NUMBER: \_\_\_\_\_

**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 awarded, Respondent's primary point of contact for City account is:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Office Location: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\* Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

\*\* Emergency Contact Number for After-Hours Service: \_\_\_\_\_

**\* A representative of the company must be available to answer phone calls from City Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time).**

**4. If awarded, Respondent shall indicate preferred method for which City is to notify Awarded Contractor of purchase orders:**

Purchase Orders shall be communicated via: *(check all that apply)* \_\_\_ Phone \_\_\_ Fax \_\_\_ Email

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

**VENDOR CERTIFICATIONS**

**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 of the following are true and correct concerning your company's cost Proposal? ☐ **Yes** ☐ **No**
1. That you are fully informed of the contents of the solicitation and the circumstances of its preparation;
  2. That your cost Proposal is genuine and is not a collusive or sham Cost Proposal;
  3. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other respondent, firm or person to submit a collusive or sham cost Proposal, or to refrain from responding, or sought by communication or conference with any other respondent, firm or person to fix the prices, overhead, profit, or any cost element in your cost Proposal or in any other cost Proposal, or to secure through any collusion, conspiracy, or agreement any advantage against the City of New Braunfels or any other respondent; and
  4. The prices quoted in your cost Proposal are fair and proper and are not affected by any collusion, conspiracy, connivance or unlawful agreement on the part of your company or anyone acting on its behalf.

**3. GOVERNMENT CODE TITLE 10 SUBTITLE F VERIFICATIONS:**

- A. Contractor shall verify that it's named company, under the provisions of Subtitle F Title 10 Government Code Chapter 2270: ☐ **Yes** ☐ **No**
1. Does not boycott Israel currently; and
  2. Will not boycott Israel during the term of the contract.
- B. Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
  2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
- C. Pursuant to subtitle F, Chapter 2252, Texas Government code, contractor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of New Braunfels. ☐ **Yes** ☐ **No**
- D. Pursuant to Section 2274 of the Texas Government Code and Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott and will not boycott certain energy companies; and (2) will not boycott certain energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement. ☐ **Yes** ☐ **No**
- E. Pursuant to Section 2274 of the Texas Government Code and Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association. ☐ **Yes** ☐ **No**

**ACKNOWLEDGEMENT**

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
**Company's Name**

\_\_\_\_\_  
**Signature, Authorized Representative of Respondent**

\_\_\_\_\_  
**Title**

## ATTACHMENT 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 9)

*\*Note that if any exceptions are taken, all required information must be submitted as an attachment*

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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)