



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

**Solicitation Number: 24-017**

**Pavement Marking Services**

Invitation for Bid (IFB)

Request for Proposal (RFP)

Date Issued: March 2, 2024

### ***SOLICITATION***

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

Proposals will be received at the New Braunfels City Hall at the address shown above until: **3:00 P.M. (CST), March 22, 2024**

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

For information regarding this solicitation, contact:

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

Purchasing Representative

**Greg Gutierrez**, Buyer

Email: Ggutierrez@newbraunfels.gov

Phone: (830) 221-4398

Fax: (830) 608-2112

5% Proposal Bond Required:  YES  NO (If YES, See information in Section 5.)

100% Payment Bond Required:  YES  NO (If YES, See information in Section 5.)

100% Performance Bond Required:  YES  NO (If YES, See information in Section 5.)

### ***OFFER***

(This portion must be fully completed by Proposer.)

*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 AND ALL REQUESTED COPIES SUBMITTED.

1) Proposer's State of Residence: \_\_\_\_\_ (See information in Section 3.)

2) Prompt Payment Terms: \_\_\_\_% Discount if paid within \_\_\_\_ days.

Name and Address of Proposer:	Name and Title of Person Authorized to Sign Offer:  Email Address:  Phone Number:  Fax Number:
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**Signature:**

**Date:**

Name, Address and Telephone Number of  
Person authorized to conduct negotiations on  
behalf of Proposer.

(Applies to Request for Proposal only)

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## SECTION 3 – TERMS AND CONDITIONS

### 3.1 INSTRUCTIONS TO PROPOSERS:

- (a) Thoroughly examine the drawings, specifications, schedule, instructions, and all other solicitation documents.
- (b) Make all investigations necessary to be familiar with conditions that affect the proposal, such as but not limited to, plant and facilities for delivery of material and equipment. No plea of ignorance by the proposer as a result of failure to investigate or examine conditions or failure to fulfill details of the contractual documents will be accepted as a basis for varying the requirements of City or changing the compensations due.
- (c) City contracts are subject to all legal requirements of City, state or federal statutes and regulations. Laws of the State of Texas apply.
- (d) Provide all required information on the forms furnished in the RFP. Print or Type name on proposal and **MANUALLY SIGN ALL COPIES IN THE SPACE AND ON THE FORMS PROVIDED**. Telegraphic, Fax, Email and On-Line responses **WILL NOT BE ACCEPTED** unless specifically authorized in the terms and conditions of the solicitation. If you obtained this solicitation by Internet posting, your response shall not contain any alteration to the document posted other than entering data in the spaces provided or including attachments as necessary. By submission of a response, Respondent affirms that no alteration of any kind has been made to this solicitation.
- (e) Alternate Proposals cannot be considered unless specifically invited and authorized by the RFP.
- (f) Show your proposed delivery time. Include weekends and holidays in counting days or months.
- (g) Do not include federal taxes or State of Texas limited sales excise and use taxes in proposal prices since CITY is exempt from payment of these taxes. (Sec 151.309 Tax Code)
- (h) All proposals must be current and final at the time of opening to be considered responsive. No proposal will be accepted for consideration, and no award will be made, if at the time of opening anything contained therein is contingent upon, or subject to, any outstanding matter, including, but not limited to, any review, certification, or approval by any party that has not been received.

### 3.2 PROPOSER'S CERTIFICATIONS/AGREEMENTS:

#### By submission of a proposal:

- (a) You certify that you are a duly qualified, capable, and otherwise bondable business entity. You further certify that the Company, Corporation or Partnership does not owe any back taxes within City. No award will be made to a firm owing back taxes within the City. Additionally, if taxes become delinquent after an award has been made to you, that fact may constitute cause for cancellation of this contract.
- (b) You warrant that all applicable patents and Copyrights which may exist on items in proposal have been adhered to and further, you warrant that City shall not be liable for any infringement of those rights. Such rights granted City shall apply for the duration of the contract or for the life of the equipment or supplies purchased. City agrees not to sell, convey, barter, or otherwise extend the use or exclusive right granted herein to anyone other than City employees for official use as described in this contract. City will not knowingly or intentionally violate any patent, license or copyrights applicable to items sold hereunder.
- (c) You warrant that upon execution of a contract with City you will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, race, color, sex, disability, creed, or national origin and will submit reports as City may require assuring compliance. Furthermore, City, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment, and services, shall not discriminate based on race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. All vendors, suppliers, professionals, and contractors doing business, or anticipating doing business, with City shall support, encourage, and implement affirmative steps toward the goal of establishing equal opportunity for all the citizens of City.
- (d) **You warrant that the offered price will be held firm and subject to acceptance by the City Council for a period of Sixty (60) calendar days from RFP closing date, or such longer period indicated in your offer.**
- (e) City is a government agency engaged in public projects where damages caused by breach of contract are difficult or impossible to measure. Awardee agrees that the amount of the bond is the amount of damage, except that if in

the opinion of the City Council, the failure to perform terms of the contract is the result of acts or events over which you have no control the BOND in whole or in part may be returned to you at the City Council's sole discretion.

- (f) You warrant that you employ or retain no one or no agency to solicit or secure this contract where you have agreed to pay a commission, percentage, brokerage, or CONTINGENCY FEE, except for your bona fide employees or your bona fide established commercial or selling agencies that you maintain as a regular course of business. Violation is cause for City to annul the contract without liability, or at its discretion to deduct consideration from the contract price for the full amount of the commission, percentage, brokerage, or contingent fee.
- (g) You affirm that any response has not included any preparation in collusion with any other proposer, and that the contents of any response as to prices, terms or conditions of said response have not been communicated in any manner to any other person engaged in this type of business prior to the official opening of this solicitation.
- (h) You hereby assign to City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

### **3.3 SUBMISSION OF PROPOSALS:**

- (a) Deliver your proposal, or changes to proposals, in SEALED ENVELOPES OR PACKAGES addressed to the City Secretary. NAME AND ADDRESS OF PROPOSER, DATE OF RFP CLOSING, SERVICES PROPOSAL ON, and RFP NUMBER must be placed on the outside of the envelope or package.
- (b) Submit signed offers with ONE ORIGINAL AND FIVE COPIES (unless otherwise indicated) on the FORMS PROVIDED. **ALL ORIGINALS MUST BE MANUALLY SIGNED**. **Telegraphic, Fax, Email and On-Line responses WILL NOT BE ACCEPTED unless specifically authorized in the terms and conditions of the solicitation**. If you obtained this solicitation by Internet posting, your response shall not contain any alteration to the document posted other than entering data in the spaces provided or including attachments as necessary. **By submission of a response, proposer affirms that no alteration of any kind has been made to this solicitation**. Modifications to offers on RFPs will be accepted by telegraphic notice or fax up to time for RFP closing and modifications to the solicitation may be distributed in that manner. Specific prices offered must not be exposed in telegraphic modifications.
- (c) An authorized official of the firm must print or type their name and MANUALLY SIGN THE PROPOSAL.
- (d) Proposals may not be withdrawn after the time set for the closing, unless approved by the City Council.
- (e) **Your offer or a modification to your offer is LATE if received after the time set for proposal opening and shall not be considered. Your offer shall be unopened and may be returned upon request.**
- (f) If you need clarification or have any question as to the true meaning of specifications or any other document in the solicitation, your concerns must be submitted in writing to the City's Purchasing Representative on or before Seven (7) calendar days prior to scheduled opening of proposals. Late requests will not be honored. Timely requests will be interpreted or otherwise clarified by issuance of a modification to the solicitation distributed to all sources that received a set of the solicitation. No other interpretations or clarifications will be provided prior to award.
- (g) Prompt payment discounts WILL NOT BE CONSIDERED in determining low proposal and making award. Prompt Payment Discounts offered by proposer, and earned by the City, will be taken. When computing the DISCOUNT PERIOD for payments, time will begin upon satisfactory delivery of goods and/or submission of acceptable invoice, whichever is later. Partial payments will not be made unless specifically requested and approved by City prior to award of contract.

### **3.4 TERMS AND CONDITIONS:**

- (a) PAYMENTS shall be made by check or warrant by City upon satisfactory delivery and acceptance of items and submission of INVOICE to the address below for orders placed by the City, or as indicated on Delivery Orders placed by other authorized agencies.

**ACCOUNTS PAYABLE**  
**550 LANDA STREET**  
**NEW BRAUNFELS, TEXAS 78130**

**Phone Number: (830) 221-4380**

- (b) PROMPT PAYMENT ACT applies (69th Legis-Reg session, ch 82 and ch 614 para 2) which provides that payments

be made within 30 calendar days. It provides a 12% interest penalty added at time of payment for late payments. Penalty does not apply if Federal Grant, Contract, Regulation, or statute prevents timely payments with federal funds. Vendors must pay their suppliers the same 12% interest on bills that miss the deadlines. Subcontractors must pay suppliers within 10 calendar days after payment is received by the subcontractor. Vendors must apply for interest payments if they believe interest was due but not paid. For computing the period before penalty accrues, count the day after either of the following, whichever is later – satisfactory and acceptable delivery or performance has been completed, or correct and proper invoice is received at the designated place. City has 21 days in which to notify vendor of erroneous invoice or shipment/services. Disputes will be decided at an administrative hearing or in a court of jurisdiction. The prevailing side may collect interest and reasonable attorney's fees. Payments are deemed made on payment postmark date or date of electronic transmission. Partial payments will not be made unless specifically authorized in the contract.

- (c) Title and risk of loss of the goods shall not pass to City until receipt and acceptance takes place at the F.O.B. point. Contractor will be responsible to deliver to the destination(s) shown in the schedule (or in more detail in resultant orders), unload, unpack or uncrate, set-up, and remove all cartons or packing materials from the final destination at Contractor's expense, as applicable.
- (d) NO CITY OFFICER, EMPLOYEE OR ELECTED OFFICIAL SHALL BENEFIT from this contract. They may not hold a share or interest in its proceeds. If the award is to a corporation, however, the provision does not apply to minority stockholders of publicly traded corporations.
- (e) NO GRATUITIES (in the form of entertainment, gifts, or otherwise) may be offered or given by the Proposer or Awardee or any of their agents or representatives, to any City officer or employee for the purpose of securing a contract or securing favorable treatment in the award or amendment of a contract, or to determinations concerning performance of the contract. Violation is cause for termination of the contract by written notice by the City, followed by an opportunity for a hearing. The facts of the City Council findings can be an issue for review by any competent court. Contractual remedies that apply to BREACH of contract apply if terminated under this provision. A penalty of exemplary damages, in an amount determined by City Council of not less than three nor more than ten times the cost incurred by the violator in providing any gratuity, in addition to any other damages to which City is entitled by law, is recoverable.
- (f) In a contract award exceeding Five Thousand Dollars (\$5000.00), you may ASSIGN PAYMENT to a bank, trust company or other financing institution, including any Federal lending agency by prior written approval and authorization from City Council through the City's Purchasing Representative. Payment by City can be made only to one party. Assignments that do not conform to these terms will not be recognized. A fee of \$100 will be charged, made payable to City, for administrative costs; then modification to the contract will reflect the payee change.
- (g) If you change your name or ownership (NOVATION), notify the City's Purchasing Representative immediately. The change must be approved by the City Council before any change can be recognized in the contract. A fee of \$100.00 per contract, made payable to City, for administrative costs is required; then the contract will be modified to reflect the change.
- (h) FORCE MAJEURE: Neither party can be held responsible for losses of any kind because of causes not within their control, if reasonable diligence has been exercised to prevent the loss or delay.
- (i) PROTESTS, DISPUTES AND APPEALS: A contract may not be awarded to a proposer who is not the best value proposer meeting specifications unless, before the award, each lower proposer is given notice of the proposed award and is given an opportunity to appear before City Council and present evidence concerning their responsibility.
  - (i) Protest before award must be submitted in writing to the City's Purchasing Representative and shall be heard by City Council prior to award.
  - (ii) Protests after award must be submitted in writing to the City's Purchasing Representative within ten calendar days after notification of such award. The City's Purchasing Representative routinely will forward a written reply to the protestant within ten calendar days from receipt thereof. If the protestant is not satisfied with the reply of the City's Purchasing Representative, the protestant may appeal the decision within ten calendar days after receipt thereof, to the City's Purchasing Representative outlining in detail the exact point(s) of disagreement. Should the matter not be resolved to the satisfaction of the proposer/contractor, the appeal will be submitted to City Council. The appellant shall then have the right to be heard in open court by City Council.
  - (iii) CITY Finance Department, Purchasing division, acts as an official City representative in the issuance and

administration of this contract, and may issue and receive all documents, notices, and correspondence. Such documents, notices, and correspondence not issued by or received by CITY Finance Department, Purchasing division, may be null and void.

(iv) The decision of City Council shall be final and conclusive, and shall be binding on all parties concerned, appealable in a court of competent jurisdiction in this City, and in accordance with the laws of the State of Texas.

(j) TERMINATION FOR DEFAULT:

Pertaining to contract-related issues, it is the responsibility of both the City of New Braunfels and the awarded contractor to communicate with each other in as clear and complete a manner as possible. If at any time during the term of this contract the City or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and associated corrective action. The other party shall, within 10 days, respond in writing to the other party. If conditions warrant, the City shall retain the right to require the contractor to respond in a shorter period of time. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days may constitute a default of contract.

Prior to termination, the City may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially incur termination. The City shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have 10 days to dispute or protest, in writing, such action; if Contractor does not do so within the 10-day period, Contractor shall have no recourse but to accept and agree with the City's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the City's alleged incorrect action(s).

If the contractor is in material breach of the contract, the City may promptly terminate the contract in whole or in part. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination. The termination shall be effective upon the date set forth in the notice and shall not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

After termination, if the contractor does not agree with the City's justification for the termination, the contractor shall have 10 days to dispute, in writing, such action; if Contractor does not do so within the 10-day period, Contractor shall have no recourse but to accept and agree with the City's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the City's alleged incorrect action(s). Termination by City may be directed by City Director(s), without further action by City Council. However, if necessary, City Council may take whatever action as its interest may appear, resulting from such notice.

City reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract and may contract with another party with or without solicitation of proposals or further negotiations. As a minimum, Contractor may be required to pay any difference in the cost of securing the products or services covered by this contract or compensate for any loss to City should it become necessary to contract with another source because of default, plus reasonable administrative costs and attorney's fees.

(k) If it is in the PUBLIC INTEREST TO TERMINATE the contract, the City Council reserves the right to do so. If terminated for the public good, all costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the contract prior to termination will be paid. Costs are excluded which are recoverable in the normal course of business or which can be mitigated through the sale of supplies or inventories. In the event City pays for supplies or materials, they shall become the property of CITY and shall be delivered to the F.O.B. point shown in the contract, or as designated by the City Finance Department, Purchasing division. No anticipated profits are payable.

(l) CONTRACT CONSTRUCTION:

- (i) Provisions Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with Government Code 311.001 et seq Code Construction Act. Wherever "City" is used herein, it is understood to mean "New Braunfels, Texas".
- (ii) In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving PRECEDENCE in the following order: (a) the Schedule of Items/Services and Specifications;

- (b) Special Provisions; (c) General Provisions; (d) Terms and Conditions of Request for Proposal/Invitation for Bid; (e) other provisions, whether incorporated by reference or otherwise.
- (iii) The written contract is the SOLE AGREEMENT between the parties and supersedes any prior understanding or written or oral agreement on the subject matter.
- (iv) No provision of the contract shall be deemed waived, amended, or MODIFIED unless such change is IN WRITING AND SIGNED by both parties.
- (v) Terms addressed in the solicitation apply to the contract, as well.
- (m) After IFB opening/RFP closing and prior to award, City reserves the right to make a PRE-AWARD SURVEY of any or all proposer's facilities and equipment to be used in the performance of work under this solicitation. Proposer agrees to allow all reasonable requests for inspection with two (2) days advance notice. Failure to allow such an inspection is cause for rejection of proposals as non-responsive. City reserves the right to reject facilities or equipment as a result of this survey. In addition, proposer's reputation relating to quality of performance may also be used for purposes of evaluating proposer's suitability for award of this solicitation. Additionally, you may be required to make appropriate financial data available for review. An acceptable review would result in the data being returned. Should the data be the basis for a determination of non-responsibility, then the data would be presented to City Council and filed for record.

### 3.5 AWARD OF CONTRACT:

- (a) Unless otherwise stated, multiple awards may be made for this contract. Award will be made to the responsible proposer who submits the lowest and best proposal, or to the responsible respondent whose proposal is most advantageous to the City, price and other factors considered. When payments are to be made to the City, award will be made to the highest proposer. After approval by City Council, City Manager will sign Contract Award form and CITY Finance Department, Purchasing division, will issue fully executed contract to the successful proposer. No contract exists until the signed document is delivered.
- (b) City reserves the right to accept any item or group of items offered, unless the proposer qualifies their proposal by specific limitations. The proposal can be on an "ALL OR NONE" basis if wording in the proposal so states and if all items solicited are included in the proposal.
- (c) City may reject a proposal (or all proposals) if not satisfactory to City Council. City also reserves the right to waive minor informalities or irregularities in any proposal.
- (d) Other factors may be considered in determining the successful proposal when they are applicable, such as administrative cost for a multiple award calculated at \$500 per award, cost of any test or inspections, cost of delivery to final destination under unusual circumstances, warrantees and guarantees, delivery or performance period, and ability to deliver or perform.
- (e) Ties will be broken by consideration of delivery time or delivery schedule.
- (f) Texas provides no advantage to resident proposers in the award process. However, offers from another state where that state favors their residents will be evaluated by adding the same differential to the proposal that would be required for a non-resident proposal to be awardable in their resident state. For example, how much lower a Texas firm must be in that state than one of their resident proposals in order to be the awardee.
- (g) Pursuant to Local Government Code §271.9051, the City of New Braunfels has a local preference resolution 2009-R61. This resolution authorizes the municipality to enter into a contract with the lowest Respondent or the Respondent whose principal place of business is in the City of New Braunfels if that local Respondent is within five percent of the lowest bid price received from a Respondent who is not a resident and offers the municipality the best combination of contract price and additional economic development opportunities for the City created by the contract award; including the employment of residents of the municipality and increased tax revenues to the municipality and the contract is less than \$100,000. This provision does not prohibit the City of New Braunfels from rejecting all bids.
- (h) Resident bidder preferences **do not** apply in the evaluation of solicitations that involve the use of federal funds (Texas Government Code §2252.004). Awards are made at the original bid price.

## SECTION 4 – SCOPE AND SPECIFICATIONS

### 4.1 CITY AND STATE REQUIREMENTS:

The City of New Braunfels (hereafter “City”) is seeking proposals from a qualified contractor(s) capable of assisting with installation and modification of pavement markings on City streets on an as-needed basis; primarily in support of the Public Works Department.

The contract will be on a Unit Price (Furnish and Install) core compensation basis per the State of Texas, Department of Transportation Basis of Estimates in accordance with the City’s contract documents and Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, Current Edition, and TxDOT Traffic Engineering Standard Plan Sheets.

These specifications are intended to provide the information by which prospective contractors may understand the requirements of the City pertaining to the work to be done for providing roadway markings with paint or thermoplastic material and providing and installing raised pavement markers. Specifications also include the modification of existing roadway markings and markers. All work under this contract shall be governed by the following documents:

- Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, Current Edition
- TxDOT Departmental Material Specifications (DMS)
- TxDOT Traffic Engineering Standard Plan Sheets
- Texas Manual on Uniform Traffic Control Devices (TMUTCD)

**NOTE:** Some work, as directed by the City, will need to be performed at night or on weekends due to lane closure prohibitions on major collectors or arterials. Any lane closure **shall be approved** by the Public Works Department **prior to** commencing work.

In the event of an emergency, Contractor must provide after-hours emergency contact information as requested in Section 8, “Company Information”, of this solicitation. **Contractor must contact City representative within 30 minutes from receipt of an emergency phone call.**

### 4.2 SCOPE OF WORK:

The work consists of the Contractor painting reflectorized traffic stripes, messages, and symbols, including edge lines to upgrade existing traffic markings or initial painting applications on roads, parking lots and other striping projects **in accordance with** Item 666 and subsequent sections of the current TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, Current Edition. Work completion dates to be specified by the City as work is to be completed on an as-needed basis.

#### 4.2.1 INSTALLATION AND MODIFICATION OF PAVEMENT MARKINGS:

Contractor is to provide labor, equipment, and materials necessary for the installation and modification of pavement markings as directed by City. Unless otherwise authorized by City, all work assigned shall be completed within 14 days of notification by the City. In the event of an emergency, where a potential safety hazard may exist or where traffic is delayed or impeded, the City may deem the installation and/or removal to be an Emergency Repair and the **Contractor shall initiate repairs within a period not to exceed 24 hours including travel time from notification by the City.** Routine work shall be conveyed to Contractor verbally and/or in writing; written documentation

is to follow within 24 hours if work was initially communicated verbally. City will notify Contractor of emergency repair requests via telephone; written documentation is to follow within 24 hours.

**4.2.2 PAVEMENT MARKING MATERIALS:**

- a. Traffic Paint used for this work shall conform to the requirements of TxDOT DMS-8200 "Traffic Paint."
- b. Glass spheres shall conform to the requirements of DMS-8290 "Glass Traffic Beads."
- c. Thermoplastic material shall conform to the requirements of TxDOT DMS-8220 "Hot Applied Thermoplastic."

**4.2.3 RAISED PAVEMENT MARKERS (RPMS):**

Contractor is to provide labor, equipment, and materials necessary for the installation of RPMS, ceramic disks, and flex stakes on locations including, but not limited to, centerlines, edge lines, lane lines and gored medians on roadways at intersections, parking lots and other striping projects throughout the City.

**4.2.4 REMOVAL OF PAINT OR THERMOPLASTIC MARKINGS:**

Contractor is to provide labor, equipment and materials necessary for the removal of pavement markings from various roadways, parking lots and other striping projects. Removal may be accomplished by grinding and/or water blasting as determined by the City. Contractor shall take steps necessary to capture all removed material and to dispose of it in a City-approved manner.

**4.2.5 MISCELLANEOUS MATERIALS & SERVICES:**

City reserves the right to furnish any or all materials and/or services should such action be in the City's best interest.

**4.3 CONTRACTORS REQUIREMENTS / RESPONSIBILITIES:**

**4.3.1** Contractor shall be responsible for safe work zone Traffic Control Plan (TCP) practices in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), current edition. Contractor will provide personnel trained and certified to a minimum of International Municipal Signal Association (IMSA) Work Zone Temporary Traffic Control Technician to oversee set-up of TCP. Contractor will assure the use of safety vests, traffic cones, and arrow boards at all work locations. Observation of unsafe TCP practices by the City will be grounds for an order to cease work. Continued unsafe TCP practices will be grounds for terminating this contract.

**All TCP shall be considered as Incidental Work and payment therefore is included in the respective Contract Bid amounts. No material, equipment, or labor shall be added to invoice costs for design, set-up, take-down, or maintenance of proper TCP.**

**4.3.2** Contractor shall be capable of providing field engineering and technical assistance as may be needed within the contract period.

**All project meetings, scheduled or unscheduled, field meetings, office work, and permit applications preparation work shall be considered administrative overhead and incidental to contract work, to be performed without additional billing.**

**4.3.3** As a matter of public safety and liability, emergency service response time shall be adhered to strictly to maintain a minimal level of City liability. Failure by Contractor to provide expedient response as outlined in scope of work shall constitute contractual default.

**4.3.4** Contractor work hours may be limited by the City during the hours of 9:30 A.M. to 11:00 A.M. and

5:00 P.M. to 8:00 P.M. (Central Time) between the dates of May 15 and September 15 due to heavy vehicular and/or pedestrian traffic. City may also restrict hours of lane closure due to heavy traffic and/or special events.

- 4.3.5** Contractor's Field Supervisor or Project Manager shall be available directly, without involvement of office personnel or answering service, 24 hours per day, seven (7) days per week during the term of the contract for direct contact with City personnel.
- 4.3.6** **LICENSES:** Contractor, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind. **Copies of the licenses should be submitted with the bid,** indicating that the entity bidding is properly licensed to perform the activities or work included in the contract documents. The vendor shall be licensed to operate within the City of New Braunfels.
- 4.3.7** **EQUIPMENT:** Contractor shall submit a complete list of all equipment that will be used on this contract. The equipment list will include the make, model, year of manufacture, and the location of the yard where the equipment is stored when not in use. Contractor should own and have in good repair all equipment necessary to perform the described services and the equipment necessary to complete related tasks.
- 4.3.8** **EQUIPMENT RENTAL:** If additional, specialized and/or heavy equipment is needed, the user department must be notified, in advance, for approval. The reimbursement of additional equipment expense shall be at cost and will apply only while it is in use at the job site. City reserves the right to request documentation of Contractor's cost and to withhold payments until documentation is provided.
- 4.3.9** **SAFETY:** All contractors and subcontractors performing service for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. For all projects that require the contractor to provide traffic control for work along roadways, the Contractor shall comply with the requirements of the TMUTCD.
- 4.3.10** **CLEAN-UP:** Contractor shall be responsible for removing all debris from the site and cleaning affected areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses, or upon request by the City's representative, shall remove such debris and materials from the property. Contractor shall leave all affected areas as they were prior to beginning work e.g. backfill trenches and replace sod.
- 4.3.11** **PROTECTION OF PROPERTY:** Contractor shall make necessary repairs in such a manner that does not damage property. In the event damage occurs to property by reason of any repairs or installations performed under this contract, Contractor shall replace or repair the same at no cost to the City. If damage caused by Contractor must be repaired or replaced by the City, the cost of such work shall be deducted from the monies due to Contractor.
- 4.3.12** **UNSATISFACTORY WORK:** In the event the work performance of Contractor is unsatisfactory, Contractor will be notified by the City and be given seven (7) calendar days to correct the work. There will be no cost to City for re-works.

**4.3.13 CONTRACTOR EMPLOYEE REQUIREMENTS:** All personnel supplied by the Contractor for this Contract may be either:

- a. Employees of the contractor e.g. no day laborer or individual contract employee, or;
- b. Subcontractors, licensed in the City of New Braunfels, to perform the work intended. The use of any sub-contractors will require specific written permission of the City in advance of their work.

**4.4 GENERAL CONDITIONS:**

**4.4.1 ADDITIONAL ITEMS/SERVICES:** Additional items and/or services may be added to this contract upon satisfactory negotiation of price by the City and Contractor and by modification of contract.

**4.4.2 TERMINATION:** Should Contractor be found to have failed to perform services in a manner satisfactory to the City as per Specifications, City may terminate the contract in accordance with Section 3.4(j). The City shall be sole judge of non-performance.

**4.4.3 SUBSTITUTE PERFORMANCE:** In the event Contractor fails to perform any required service within the time schedule under the subsequent contract, City reserves the right to obtain substitute performance. Further, City reserves the right to deduct the cost of such substitute performance from Contractor's payments. Contractor may be exempt from this provision if such exemption is granted by the City, in writing, prior to any delays or because of an Act of Nature.

**4.4.4 CONSTRUCTION INSPECTION REQUIREMENTS:** All work performed under the contract shall be initiated and completed within the Contract Time indicated by the City for each work project unless otherwise requested in writing and approved by the City.

The City's Public Works Department shall be notified in writing **a minimum of 72 hours prior to the commencement of jobs** that include overhead or underground work that will be conducted as part of construction or maintenance projects within City or State road rights-of-way (ROW) within the City. **Written notices are to be sent to:**

City of New Braunfels Public Works Department  
424 S. Castell Avenue  
New Braunfels, TX 78130

New Braunfels Public Works Department has the full authority to shut down any work that has failed to comply with the aforementioned requisites.

Request for acceptance inspection shall be submitted a minimum of 48 hours in advance of the requested inspection time.

## SECTION 5 – GENERAL INFORMATION

### 5.1 AVAILABLE DOCUMENTS:

Proposals are due March 22, 2024 at 3:00 P.M. (Central Time) at the City of New Braunfels - City Secretary's Office at 550 Landa Street, New Braunfels, Texas 78130. Solicitation documents may be obtained from:

- Purchasing staff at the New Braunfels City Hall
- the BidNet Direct website, <http://www.bidnetdirect.com/texas>
- the City of New Braunfels' website, <http://www.nbtexas.org/1175/Bid-Opportunities>.

### 5.2 EXCEPTIONS AND DEVIATIONS:

Any exceptions to the specifications or RFP objectives must be clearly stated in Respondent's proposal.

### 5.3 COMPETITIVE PROPOSALS:

- (a) Proposals will not be opened publicly so as to avoid disclosure of contents to competing respondents and kept confidential during the process of negotiation. However, all proposals shall 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
- (b) The City of New Braunfels will review proposals, and the respondent will be recommended for award by City Council, based upon the published Evaluation Standard noted below. The evaluation committee recommendations are subject to approval by the City of New Braunfels' City Council.
  - The City will evaluate price as an important, but not sole, factor, considering the cost of base goods/services and any requested optional features.
  - City reserves the right to accept one or more submittals or reject any or all submittals received in response to this solicitation, and to waive informalities and irregularities in the proposals received.
  - The City reserves the right to award to one or more companies or individuals as necessary to meet the contract demands.
  - The contracts, if awarded, will be awarded to the respondents whose submittals are deemed most advantageous to City, as determined by the Evaluation Committee.
  - The recommended respondent will be submitted to the City Council for approval.
- (c) **Evaluation Standard:** The City of New Braunfels will review proposals on the basis of determining the best value to the City in accordance with established specific, weighted criteria for selection. The respondent will be selected based on the published evaluation criteria, demonstrated competence, and qualifications to perform the services.

This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum):

**70 points** – Proposed Contract Pricing

**15 points** – Qualifications and Demonstrated Experience in Contracts of Similar Scope

**15 points** – Proposed Contract Management

- (d) Negotiations may be conducted with responsible respondents who submit proposals determined by Purchasing staff to be reasonably susceptible of being selected for award. All respondents will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.
  - (i) Any oral negotiations must be confirmed in writing prior to award.

- (ii) Award may be made without negotiation of proposals with any respondent.
- (e) Cost and/or Pricing Data shall be required to be submitted with the proposal, as specified elsewhere in this RFP, or, during the process of any negotiations that may be conducted after receipt of proposals and prior to award.
- (f) **Presentations:** After an initial review and compilation process, the City may ask for presentation of services from selected firms or individuals to clarify and/or develop a comprehensive assessment of the submissions.
- (g) **Other Considerations:** The City reserves the right to 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.

#### **5.4 SCOPE OF CONTRACT:**

This is an Estimated Requirements Contract. Award of this solicitation for the estimated requirements stated obligates the contractor to accept orders placed for the period stated. Upon acceptance of a proposal by City of New Braunfels' City Council and issuance of a Contract Award by the City, Contractor shall be obligated to deliver the goods/services at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein as specified in individual delivery orders. Actual requirements will be stated through issuance of individual Delivery/Purchase Orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such orders are issued. If applicable, Delivery Schedule listed by bidders on Page 1 of this solicitation shall apply to the individual Delivery/Purchase Orders.

- a) City of New Braunfels is obligated to pay for such orders above and to order all its requirements against this contract for which award has been made. The City is not obligated to order goods/services not covered by this contract and may secure those requirements from other sources in accordance with applicable purchasing statutes.
- b) Delivery Orders may be issued from August 2018 through August 31, 2021. All delivery orders are subject to the terms and conditions of this contract; therefore, delivery orders may be issued through length of entire contract period should all renewal options be exercised. In the event of conflict between a Delivery Order and this contract, the contract shall control.
- c) If mailed, a delivery order is considered "issued" when the City deposits the order in the mail. Orders may also be issued verbally or in writing via fax or electronic mail (e-mail).
- d) If the City urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the City may acquire the urgently required goods or services from another source.
- e) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and City's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

#### **5.5 CONTRACT TERM:**

This contract shall begin upon the effective date specified in the award letter; the base term of the contract shall terminate on January 31, 2027. There are two, one-year options to renew, subject to the satisfactory, mutual agreement of terms, including potential price redetermination, by the City and the contractor; and the annual availability of budgeted appropriations.

#### **5.6 OPTION TO RENEW:**

This contract may be extended provided all terms and conditions, except for the contract period being

extended or any price redetermination as authorized elsewhere in this contract, remain unchanged and in full force and effect. The renewal option, if exercised, shall be executed in the form of a Modification/Supplemental Agreement, to be issued not sooner than ninety (90) calendar days prior to expiration of this contract, nor later than the final day of the contract period. This Option to Renew requires the mutual agreement of both parties. Refusal by either party to exercise this Option to Extend shall result in this contract to expire on the original or mutually agreed date. The standard extension period shall be in one (1) year increments. The total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of five (5) years from the date of award.

### **5.7 CHANGES:**

The City Purchasing Representative(s) may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any of the following.

- a) Description of services to be performed.
- b) Time of performance (i.e. hours of day, days of week, etc.)
- c) Place of performance of the services.
- d) Correction of errors of a general administrative nature or other mistakes, the correction that does not affect the scope of the contract or does not result in expense to the Contractor.

If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract, whether or not changed by the order, the City shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order. However, if the City decides that the facts justify it, the City may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

### **5.8 DESIGNATED CITY HOLIDAYS:**

The following City holiday schedule is provided for informational, representative purposes as City staffing will be limited on City-approved holidays. Contractor is responsible for providing goods and services on as-needed basis.

2024 Holidays
New Year's Day
Martin Luther King, Jr. Day
New Braunfels Founder's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Patriots Day (Uniform Fire Dept. Personnel Only)
Comal County Fair Day (Excluding Uniform Fire Dept. Personnel)
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

#### **05.08 PROPOSAL GUARRANTY:**

**05.08.01** If required, all Proposals shall be accompanied by an acceptable Proposal guaranty in an amount of not less than five percent (5%) of the total Proposal amount. If the total Proposal amount is \$100,000 or less, Proposer has the option of providing a cashier's or certified check, made payable to City of New Braunfels, or a proposal bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to Owner. If the total Proposal amount exceeds \$100,000, the only acceptable proposal guaranty will be a proposal bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to Owner.

**05.08.02** If required, Proposers shall submit a proposal bond in the amount of **\$5,000** with their proposal to provide guarantee that the winning bidder will fulfill the contract as specified. Proposal guaranty accompanying the Proposal of the apparent low Proposer will be retained until Contract is awarded and successful Proposer executes Contract and furnishes required bonds and insurance, after which proposal guaranty will be returned to the Proposer. Proposal guaranty accompanying the second lowest Proposer will be retained until Contract is awarded. All other proposal guaranties will be returned upon request after Proposal certification.

#### **05.09 CONTRACT SECURITY:**

If applicable, required Performance and Payment Bonds must be delivered to Owner not later than 10 days after Notice of Award.

#### **05.10 PERFORMANCE AND PAYMENT BONDS:**

When a purchase order exceeds \$100,000, performance and/or payment bonds are required, and each shall be issued in an amount equal to the Contract Amount as security for the faithful performance and/or payment of all Contractors' obligations under the Contract Documents. Performance and payment bonds shall be issued by a solvent company authorized to do business in the State of Texas and shall meet any other requirements established by law or by Owner pursuant to applicable law.

#### **5.11 INSURANCE AND LIABILITY:**

During the period of this contract, Contractor shall maintain at its expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

- i. Name the City of New Braunfels as additional insured/or an insured, as its interests may appear.
- ii. Provide the City a waiver of subrogation.
- iii. Provide the City with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- iv. Provide to the City Purchasing Representative at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award.

Submit a certificate of insurance reflecting coverage as follows:

- a. Automobile Liability:

Bodily Injury (Each person)	-	\$500,000.00
Bodily Injury (Each accident)	-	\$500,000.00
Property Damage	-	\$100,000.00
- b. General Liability (Including Contractual Liability):

Bodily Injury	-	\$500,000.00
Property Damage	-	\$100,000.00

c. <u>Excess Liability:</u>	-	\$1,000,000.00
Umbrella Form	-	
d. <u>Worker's Compensation:</u>	-	Statutory

#### **5.12 ERRORS AND OMISSIONS:**

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, hold harmless and defend City of New Braunfels, their officers, agents and employees from any loss, damage, liability or expense, including reasonable attorney's fees, on account of damage to property and injuries, including death, to all persons, including employees of the contractor or any of its consultants, which may arise from any negligent act, error or omission, on the part of the contractor, its employees, agents, and consultants, pursuant to this contract.

#### **5.13 INDEMNITY AGAINST LOSS:**

The City does not assume any liability to third persons, nor will the City reimburse the Contractor for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder, and Contractor further agrees to provide the defense for, and indemnify and hold harmless City from any and all claims, suits, causes of action, and liability, arising in connection with this contract.

#### **5.14 SAFEGUARDING OF INFORMATION AND DATA:**

The Contractor shall safeguard all information and data provided by the City. Further, Contractor shall 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.

#### **5.15 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)

The Conflict of Interest Questionnaire (Form CIQ) is required to be filed within 7 business days of:

- a. Beginning of discussions or negotiations to enter into a contract with the City; or
- b. Submission of an application, response to a request for proposals or bids, correspondence or other writing related to a potential agreement with the City.

If requested in the solicitation document, all respondents are to submit a completed Conflict of Interest Questionnaire (Form CIQ) with their proposal in addition to submitting a completed Form CIQ to the City Secretary's Office located at 550 Landa Street; New Braunfels, Texas 78130.

By law, Form CIQ must be filed with the City Secretary no later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed as per Section 176.006(a-1). A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**5.16 CERTIFICATE OF INTERESTED PARTIES (FORM 1295):**

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission (TEC) found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed **Certificate of Interested Parties (Form 1295)** to the City before the City may enter into a contract with that business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

**Standard Filing Process:** Form 1295 is accessible at, and must be completed online, at the following web address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A business entity must enter the required information as directed on Form 1295 and then print a copy of the completed form after it has been submitted online. It is important to note that the information that is required in 'Certification Number' and 'Date Filed' fields in the 'Certification of Filing' box on the form will not be generated until the form has been **submitted**, not saved. An authorized agent of the business entity must then complete the information required in the "Unsworn Declaration" field of the form and sign the printed copy of the form, containing the unique Certification Number and filing date. The completed and signed Form 1295 must be filed with the governmental body or state agency with which the business entity is entering into the contract; the governmental body or state agency will subsequently acknowledge the Certificate of Interested Parties (Form 1295) on the TEC website.

**Solicitation Document:** If a completed Form 1295 is requested in a solicitation document issued by the City, Respondent shall reference the City's solicitation number in Box 3 of the form as a contract number is not generated until the award of a contract by City Council. Respondents must submit the original signed form with their response to the solicitation. The City will subsequently acknowledge the Certificate of Interested Parties (Form 1295) on the TEC website after the contract has been awarded.

## SECTION 6 – INSTRUCTIONS FOR RESPONSE

### 6.1 PROPOSED RFP SCHEDULE:

DATE	EVENT
March 2, 2024	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>
March 18, 2024	Deadline for questions and requests for clarification
March 22, 2024	Submittal deadline
April 2024	City Council considers award of contract

### 6.2 SUBMISSION OF PROPOSAL:

As per Section 5.3(c), the City will review proposals on the basis of determining 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.

- **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 Section 7.
- **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 past experience for all parties proposed as a part of the team.
  - Provide a one-page narrative that describes Respondent's overall qualifications.
  - Per Section 4.3.6, identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the contract; note their relevant experience with contracts of similar size and scope. Include information for subcontractors if applicable.
  - Provide one-page descriptions of a minimum of 3, maximum of 5, similar projects/contracts that have been awarded to the Respondent within the last 3 years, preferably for municipalities or other governmental entities. Each sheet should include the following:
    - a. Scope of pavement marking 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.

### **6.3 SUBMISSION OF PROPOSAL:**

Companies responding to the solicitation must follow the instructions below.

The following items request information that the Evaluation Committee will utilize to evaluate the proposal. Failure to provide any of the information below may result in a proposal being deemed non-responsive and therefore not considered in the selection process.

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 original master (marked 'original'), three copies, and one electronic copy on USB or CD.**

Each proposal completed and signed by person(s) authorized to bind individual, partnership, firm, corporation, or any other legal entity, shall include the following in one envelope/package and be tabbed as follows:

1. **TAB 1 – Solicitation and Offer Form:** Complete and sign form located on Page 1.
2. **TAB 2 – Acknowledgment of Addenda,** if applicable.
3. **TAB 3 – Cover Letter:** Name and address of the Respondent, as well as a brief description of the company and its history.
4. **TAB 4 – Contains the following documents:**
  - a. **Certificate of Insurance:** One copy completed and signed (per Section 05.11).
  - b. **Conflict of Interest Form** (per Section 05.15)
  - c. **Certificate of Interested Parties - Form 1295** (per Section 05.16)
5. **TAB 5 – Cost Proposal Form** (Section 7)
6. **TAB 6 – Qualifications and Experience** (Section 6.2) and **Company Information** (Section 8)
7. **TAB 7 – Additional Supporting Documentation**, such as copies of licenses and certifications.

Proposal identified on outside as a 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  
ATTN: Purchasing  
550 Landa Street  
New Braunfels, TX 78130

The outside of the envelope or package **must state**:

"RFP 24-017, Pavement Marking Services; Proposal Due Date/Time: March 22, 2024; 3:00 P.M."

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.**

**CONTACT THE PURCHASING REPRESENTATIVE ON PAGE 1 WITH ANY QUESTIONS.**

## SECTION 7 – COST PROPOSAL FORM

All quantities provided below are estimated; the City reserves the right to adjust the quantities as needed.

All unit prices include industry-standard labor costs, such as worksite preparation, unless otherwise noted.

As per Section 4.4.1, the information within this section may be adjusted in accordance with the release of updated TxDOT Bid Codes during the term of the City's awarded contract. Contractor shall be responsible to notify City of updated Bid Codes that affect the contracted service; City will issue a Modification to the contract as-needed. City of New Braunfels' Bid Codes are noted with "(NB)".

Item	TxDOT/City Bid Code		Item Description	Estimated Annual Quantity	Unit	Quantity	Unit Price
1A	0666	6124 (NB)	<b>Reflective Pavement Marking Type I:</b> Yellow, 4", Solid, 060 MIL	65,000	LF	0-10,000	\$
1B						10,001+	\$
2A	0666	6126 (NB)	<b>Reflective Pavement Marking Type I:</b> Yellow, 4", Solid, 100 MIL	1	LF	0-10,000	\$
2B						10,001+	\$
3A	0666	6118 (NB)	<b>Reflective Pavement Marking Type I:</b> Yellow, 4", Broken, 060 MIL	2,000	LF	0-10,000	\$
3B						10,001+	\$
4A	0666	6120 (NB)	<b>Reflective Pavement Marking Type I:</b> Yellow, 4", Broken, 100 MIL	1	LF	0-10,000	\$
4B						10,001+	\$
5A	0666	6139	<b>Reflective Pavement Marking Type I:</b> Yellow, 12", Solid, 060 MIL	200	LF	0-1,000	\$
5B						1,001+	\$
6A	0666	6141	<b>Reflective Pavement Marking Type I:</b> Yellow, 12", Solid, 100 MIL	1	LF	0-1,000	\$
6B						1,001+	\$
7A	0666	6145	<b>Reflective Pavement Marking Type I:</b> Yellow, 24", Solid, 060 MIL	200	LF	0-1,000	\$
7B						1,001+	\$
8A	0666	6147	<b>Reflective Pavement Marking Type I:</b> Yellow, 24", Solid, 100 MIL	1	LF	0-1,000	\$
8B						1,001+	\$
9A	0666	6010 (NB)	<b>Reflective Pavement Marking Type I:</b> White, 4", Solid, 060 MIL	800	LF	0-10,000	\$
9B						10,001+	\$
10A	0666	6012 (NB)	<b>Reflective Pavement Marking Type I:</b> White, 4", Solid, 100 MIL	1	LF	0-10,000	\$
10B						10,001+	\$
11A	0666	6001 (NB)	<b>Reflective Pavement Marking Type I:</b> White, 4", Broken, 060 MIL	2,000	LF	0-10,000	\$
11B						10,001+	\$
12A	0666	6003 (NB)	<b>Reflective Pavement Marking Type I:</b> White, 4", Broken, 100 MIL	1	LF	0-10,000	\$
12B						10,001+	\$
13A	0666	6022 (NB)	<b>Reflective Pavement Marking Type I:</b> White, 6", Solid, 060 MIL	1	LF	0-10,000	\$
13B						10,001+	\$

Item	TxDOT/City Bid Code		Item Description	Estimated Annual Quantity	Unit	Quantity	Unit Price
67A	0666	6224	<b>Pavement Sealer 4"</b>	1	LF	0-10,000	\$
67B						10,001+	\$
68A	0666	6225	<b>Pavement Sealer 6"</b>	1	LF	0-10,000	\$
68A						10,001+	\$
69A	0666	6226	<b>Pavement Sealer 8"</b>	1	LF	0-10,000	\$
69B						10,001+	\$
70A	0666	6227	<b>Pavement Sealer 10"</b>	1	LF	0-10,000	\$
70B						10,001+	\$
71A	0666	6228	<b>Pavement Sealer 12"</b>	1	LF	0-10,000	\$
71B						10,001+	\$
72A	0666	6230	<b>Pavement Sealer 24"</b>	1	LF	0-10,000	\$
72B						10,001+	\$
73A	0666	6231	<b>Pavement Sealer (Arrow)</b>	1	EA	0-10,000	\$
73B						10,001+	\$
74A	0666	6232	<b>Pavement Sealer (WORD)</b>	1	EA	0-10,000	\$
74B						10,001+	\$
75A	0666	6233	<b>Pavement Sealer (MED NOSE)</b>	1	EA	0-10,000	\$
75B						10,001+	\$
76A	0666	6234	<b>Pavement Sealer (DBL ARROW)</b>	1	EA	0-10,000	\$
76B						10,001+	\$
77A	0666	6241	<b>Pavement Sealer (SYMBOL)</b>	1	EA	0-10,000	\$
77B						10,001+	\$
78A	0666	6242	<b>Pavement Sealer (RR XING)</b>	1	EA	0-10,000	\$
78B						10,001+	\$
79A	0666	6243	<b>Pavement Sealer (YLD TRI)</b>	1	EA	0-10,000	\$
79B						10,001+	\$
80A	0666	6244	<b>Pavement Sealer (BIKE ARROW)</b>	1	EA	0-20	\$
80B						21+	\$
81A	0666	6245	<b>Pavement Sealer (BIKE SYMBOL)</b>	1	EA	0-20	\$
81B						21+	\$

Item	TxDOT/City Bid Code		Item Description	Estimated Annual Quantity	Unit	Quantity	Unit Price
82A	0666	6158	<b>RE PV MRK TY I</b> (BLACK)4"(SHADOW)(090mil)	1	LF	0-10,000	\$
82B						10,001+	\$
83A	0666	6159	<b>RE PV MRK TY I</b> (BLACK)4"(SHADOW)(100mil)	1	LF	0-10,000	\$
83B						10,001+	\$
84A	0666	6160	<b>RE PV MRK TY I</b> (BLACK)6"(SHADOW)(060mil)	1	LF	0-10,000	\$
84B						10,001+	\$
85A	0666	6161	<b>RE PV MRK TY I</b> (BLACK)6"(SHADOW)(090mil)	1	LF	0-10,000	\$
85B						10,001+	\$
86A	0666	6162	<b>RE PV MRK TY I</b> (BLACK)6"(SHADOW)(100mil)	1	LF	0-10,000	\$
86B						10,001+	\$
87A	0666	6218	<b>RE PV MRK TY II</b> (BLACK)4"(SHADOW)	1	LF	0-10,000	\$
87B						10,001+	\$
88A	0666	6219	<b>RE PV MRK TY II</b> (BLACK)6"(SHADOW)	1	LF	0-10,000	\$
88B						10,001+	\$
89A	SA.code	536.22	<b>Pre Fab TH</b> (12")Wide(BLACK)	1	LF	0-10,000	\$
89B						10,001+	\$

Item	TxDOT/City Bid Code	Item Description	Estimated Annual Quantity	Unit	Quantity	Unit Price
14A	0666	6024 (NB) <b>Reflective Pavement Marking Type I:</b> White, 6", Solid, 100 MIL	1	LF	0-10,000	\$
14B					10,001+	\$
15A	0666	6016 <b>Reflective Pavement Marking Type I:</b> White, 6", Dotted, 060 MIL	1	LF	0-10,000	\$
15B					10,001+	\$
16A	0666	6018 <b>Reflective Pavement Marking Type I:</b> White, 6", Dotted, 100 MIL	1	LF	0-10,000	\$
16B					10,001+	\$
17A	0666	6034 <b>Reflective Pavement Marking Type I:</b> White, 8", Solid, 060 MIL	1,000	LF	0-10,000	\$
17B					10,001+	\$
18A	0666	6036 <b>Reflective Pavement Marking Type I:</b> White, 8", Solid, 100 MIL	1	LF	0-10,000	\$
18B					10,001+	\$
19A	0666	6028 <b>Reflective Pavement Marking Type I:</b> White, 8", Dotted, 060 MIL	1	LF	0-10,000	\$
19B					10,001+	\$
20A	0666	6030 <b>Reflective Pavement Marking Type I:</b> White, 8", Dotted, 100 MIL	1	LF	0-10,000	\$
20B					10,001+	\$
21A	0666	6040 <b>Reflective Pavement Marking Type I:</b> White, 12", Solid, 060 MIL	1	LF	0-1,000	\$
21B					1,001+	\$
22A	0666	6042 <b>Reflective Pavement Marking Type I:</b> White, 12", Solid, 100 MIL	1	LF	0-1,000	\$
22B					1,001+	\$
23A	0666	6046 <b>Reflective Pavement Marking Type I:</b> White, 24", Solid, 060 MIL	100	LF	0-1,000	\$
23B					1,001+	\$
24A	0666	6048 <b>Reflective Pavement Marking Type I:</b> White, 24", Solid, 100 MIL	1,200	LF	0-1,000	\$
24B					1,001+	\$
25A	0666	6052 <b>Reflective Pavement Marking Type I:</b> White, Arrow, 060 MIL	1	EA	0-20	\$
25B					21+	\$
26A	0666	6054 <b>Reflective Pavement Marking Type I:</b> White, Arrow, 100 MIL	25	EA	0-20	\$
26B					21+	\$
27A	0666	6103 <b>Reflective Pavement Marking Type I:</b> White, Bike Arrow, 060 MIL	1	EA	0-20	\$
27B					21+	\$
28A	0666	6105 <b>Reflective Pavement Marking Type I:</b> White, Bike Arrow, 100 MIL	1	EA	0-20	\$
28B					21+	\$
29A	0666	6109 <b>Reflective Pavement Marking Type I:</b> White, Bike Symbol, 060 MIL	1	EA	0-20	\$
29B					21+	\$
30A	0666	6111 <b>Reflective Pavement Marking Type I:</b> White, Bike Symbol, 100 MIL	1	EA	0-20	\$
30B					21+	\$
31A	0666	6055 <b>Reflective Pavement Marking Type I:</b> White, Double Arrow, 060 MIL	1	EA	0-20	\$
31B					21+	\$

Item	TxDOT/City Bid Code		Item Description	Estimated Annual Quantity	Unit	Quantity	Unit Price
32A	0666	6057	<b>Reflective Pavement Marking Type I:</b> White, Double Arrow, 100 MIL	5	EA	0-20	\$
32B						21+	\$
33A	0666	6091	<b>Reflective Pavement Marking Type I:</b> White, Railroad Crossing, 060 MIL	1	EA	0-20	\$
33B						21+	\$
34A	0666	6093	<b>Reflective Pavement Marking Type I:</b> White, Railroad Crossing, 100 MIL	1	EA	0-20	\$
34B						21+	\$
35A	0666	6076	<b>Reflective Pavement Marking Type I:</b> White, Word, 060 MIL	1	EA	0-20	\$
35B						21+	\$
36A	0666	6078	<b>Reflective Pavement Marking Type I:</b> White, Word, 100 MIL	10	EA	0-20	\$
36B						21+	\$
37A	0666	6100	<b>Reflective Pavement Marking Type I:</b> White, 36" Yield Triangle 060 MIL	10	EA	0-20	\$
37B						21+	\$
38A	0666	6102	<b>Reflective Pavement Marking Type I:</b> White, 36" Yield Triangle 100 MIL	10	EA	0-20	\$
38B						21+	\$
39A	0666	6154	<b>Reflective Pavement Marking Type I:</b> Yellow, Median Nose, 060 MIL	2	EA	0-20	\$
39B						21+	\$
40A	0666	6156	<b>Reflective Pavement Marking Type I:</b> Yellow, Median Nose, 100 MIL	1	EA	0-20	\$
40B						21+	\$
41A	0666	6207	<b>Reflective Pavement Marking Type II (paint):</b> Yellow, 4", Solid	1	LF	0-10,000	\$
41B						10,001+	\$
42A	0666	6205	<b>Reflective Pavement Marking Type II (paint):</b> Yellow, 4", Broken	1	LF	0-10,000	\$
42B						10,001+	\$
43A	0666	6212	<b>Reflective Pavement Marking Type II (paint):</b> Yellow, 12", Solid	1	LF	0-1,000	\$
43B						1,001+	\$
44A	0666	6217	<b>Reflective Pavement Marking Type II (paint):</b> Yellow, Median Nose	1	EA	0-20	\$
44B						21+	\$
45A	0666	6170	<b>Reflective Pavement Marking Type II (paint):</b> White, 4", Solid	1	LF	0-10,000	\$
45B						10,001+	\$
46A	0666	6167	<b>Reflective Pavement Marking Type II (paint):</b> White, 4", Broken	1	LF	0-10,000	\$
46B						10,001+	\$
47A	0666	6174	<b>Reflective Pavement Marking Type II (paint):</b> White, 6", Solid	1	LF	0-10,000	\$
47B						10,001+	\$
48A	0666	6180	<b>Reflective Pavement Marking Type II (paint):</b> White, 12", Solid	1	LF	0-1,000	\$
48B						1,001+	\$
49A	0666	6182	<b>Reflective Pavement Marking Type II (paint):</b> White, 24", Solid	1	LF	0-1,000	\$
49B						1,001+	\$

Item	TxDOT/City Bid Code		Item Description	Estimated Annual Quantity	Unit	Quantity	Unit Price
50A	0672	6007	<b>Reflective Pavement Marker:</b> TY I-C	1	EA	0 - 2,000	\$
50B						2,001+	\$
51A	0672	6009	<b>Reflective Pavement Marker:</b> TY II-A-A	1	EA	0 - 2,000	\$
51B						2,001+	\$
52A	0672	6010	<b>Reflective Pavement Marker:</b> TY II-C-R	1	EA	0 - 2,000	\$
52B						2,001+	\$
53A	0672	6016	<b>Traffic Button:</b> TY W	1	EA	0 - 2,000	\$
53B						2,001+	\$
54A	0672	6017	<b>Traffic Button:</b> TY Y	1	EA	0 - 2,000	\$
54B						2,001+	\$
55A	0672	6026 (NB)	<b>Reflective Pavement Marker:</b> TY II-B-B	1	EA	0-20	\$
55B						20+	\$
56A	0677	6001	<b>Eliminate Existing Markings and Markers:</b> 4"	300	LF	0-10,000	\$
56B						10,001+	\$
57A	0677	6002	<b>Eliminate Existing Markings and Markers:</b> 6"	1	LF	0-10,000	\$
57B						10,001+	\$
58A	0677	6003	<b>Eliminate Existing Markings and Markers:</b> 8"	1	LF	0-10,000	\$
58B						10,001+	\$
59A	0677	6005	<b>Eliminate Existing Markings and Markers:</b> 12"	1	LF	0-1,000	\$
59B						1,001+	\$
60A	0677	6007	<b>Eliminate Existing Markings and Markers:</b> 24"	500	LF	0-1,000	\$
60B						1,001+	\$
61A	0677	6008	<b>Eliminate Existing Markings and Markers:</b> Arrow	25	EA	0-20	\$
61B						21+	\$
62A	0677	6009	<b>Eliminate Existing Markings and Markers:</b> Double Arrow	5	EA	0-20	\$
62B						21+	\$
63A	0677	6016	<b>Eliminate Existing Markings and Markers:</b> Railroad (RR) Crossing	1	EA	0-20	\$
63B						21+	\$
64A	0677	6012	<b>Eliminate Existing Markings and Markers:</b> Word	10	EA	0-20	\$
64B						21+	\$
65A	0677	6017	<b>Eliminate Existing Markings and Markers:</b> Symbol	1	EA	0-20	\$
65B						21+	\$
66			<b>Mobilization Call-Out Fee</b>	1	EA	\$	

## SECTION 8 – 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: \_\_\_\_\_
- 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. References:**

Provide three (3) references that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

**A. Reference No. 1:**

Firm/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

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

Date and Type of Service(s) Provided: \_\_\_\_\_

**B. Reference No. 2:**

Firm/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

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

Date and Type of Service(s) Provided: \_\_\_\_\_

**C. Reference No. 3:**

Firm/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

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

Date and Type of Service(s) Provided: \_\_\_\_\_

**4. If awarded, Respondent's primary point of contact for City account:**

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

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

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

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

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

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

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

**NOTE: CONTRACTOR MUST CONTACT CITY REPRESENTATIVE WITHIN 30 MINUTES FROM RECEIPT OF AN EMERGENCY PHONE CALL.**

**5. 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: \_\_\_\_\_