



AMENDMENT OF SOLICITATION

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

RFP 25-008 Arts and Culture Master Plan		2. Amendment No. 1	3. Effective Date of this Action Feb. 6, 2025
4. Name and Address of Offeror or Contractor	5. For Information Call: (No collect calls or Fax offers accepted) Purchasing: Barbara Coleman Phone No.: 830-221-4389 Email:		6. Amount of Contract/Order is: Increased by: Decreased by: New Total: <input checked="" type="checkbox"/> Unchanged

7. THIS BLOCK APPLIES TO AMENDMENTS OF SOLICITATIONS ONLY:

The above numbered solicitation is amended as set forth in Block 8 below.

The date and time specified for receipt of offers IS NOT extended.
 THE DATE AND TIME SPECIFIED FOR RECEIPT OF OFFERS IS CHANGED TO:

Offerors must acknowledge receipt of this amendment prior to the date and time specified in the solicitation or as amended, by one of the following methods:

(i) By completing Blocks 4 and 9.a,b,c and returning this Addendum in the number of copies specified for the solicitation;
(ii) By acknowledging receipt of this Addendum on each copy of the bid submitted; or,
(iii) By separate letter, telegram, or fax referencing the solicitation and addendum.

If by virtue of this Addendum offeror desires to change an offer already submitted, such change may be made by letter, telegram, or fax, provided each such notice makes reference to the solicitation AND this Addendum, and is received prior to the date and time specified.

NOTICE: NON-RECEIPT OF YOUR OFFER AND THIS ADDENDUM AT THE DESIGNATED PLACE WITHIN THE DATE AND TIME SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.

8. DESCRIPTION OF CHANGES -

a. This amendment provides answers to questions received during the discovery period. See attached questions and answers and an Attachment B (modified).

Except as provided herein, all terms and conditions of the document referenced above remain unchanged and in full force and effect.

9a. SIGNATURE OF OFFEROR OR CONTRACTOR		10. CITY OF NEW BRAUNFELS, TEXAS
9b. PRINTED NAME AND TITLE	9c. DATE	Barbara Coleman Barbara Coleman Purchasing Manager
		2/6/2025 Date

1. 4.4 Scope of Work:

4.1: Is there a list of locations where items in the inventory are located, or an approximate number of locations?

Answer: We're partnering with heritage and art groups to develop this plan. As for appx number... Historic Outdoor Art Museum has 10 public pieces, the CVB has 66 historic sites on their walking tour, 4 additional museums and Heritage Village... there are 2 statues on Main Plaza, one in front of the civic/convention center... maybe we get up to 100 unique pieces.

2. 4.4 Scope of Work:

9.2: As this arts and culture plan would be a 10-year plan, are the periodic reviews and assessments referenced here expected to take place over the decade-long duration of the plan? Additionally, would the reference to "identify course corrections and adapt to evolving needs and circumstances" include additional deliverables and if so, should we account for these deliverables in our cost proposal for this RFP?

Answer: There are currently no plans to fund a reassessment at this stage.

3. 4.4 Scope of work:

10.1: This point references documenting the outcomes of the master plan in a comprehensive report. Is this report to be written and submitted upon completion of the 10-year duration of the report or at another point in the intervening years?

Answer: The master plan and comprehensive report are one and the same. No, just one report.

4. XXVII. On-Site Activities:

B. Our Firm does not currently have an office or employee located in Texas and intends to conduct the majority of the work for this master plan remotely, with at least one trip to New Braunfels. We assume that this point refers only to those times that our team would be traveling to complete local artwork assessment and research, is that assumption, correct?

Answer: On-site activities are intended to be any public engagement and workshops with staff.

5. How extensive do you want the economic growth portion of this plan to be? What level of detail for the financial strategies is expected such as future capital investments and funding decisions?

Answer: The economic growth section should only include some high-level data on the economic output of the arts and culture sector in New Braunfels, as well as some general statements or reference to research that speaks briefly to the return on public investments into supporting arts and culture.

6. The RFP provides the amount of arts and culture funding available through Hotel Occupancy Tax grants; will you also share ranges of funding available for arts & culture utilizing the Capital Improvement Programs, General Obligation Bond Funds, and Economic Development Corporation sales tax?

Answer: The plan should mostly make a case for and justify how public dollars can be used to support arts and culture. There isn't currently funding allocated through those funds. This plan should make the case for why a portion of those funding streams should be allocated and include recommendations of percentages.

7. While RFP asks for financial strategies, it does not ask for existing economic impact analysis. Does any such analysis for New Braunfels exist?

Answer: There is no economic impact analysis for EIA.

8. For stakeholder engagement, do you have expectations around how much to occur in person versus online?

Answer: One-two days of in person engagement would be ok to meet with stakeholders. The rest can be conducted online.

9. For cultural asset inventory, beyond creating a comprehensive list, does the city have GIS department that would be involved in maintaining a map of these assets?

Answer: The city's GIS department can maintain asset maps.

10. Under item #9, "conduct periodic reviews and assessments" does this mean the consultant team would be engaged over time to review the progress of the plan over the course of the plan i.e. 5-10 years?

Answer: Not necessarily. This is likely a one-time engagement.

11. What is the budget range? We realize there is not a specified budget but can you share a range for what you consider "high-cost" proposals?

Answer: \$85,000

12. What is the preferred timeline for this project?

Answer: 3-6 months

13. Given the shape/boundaries of the City of New Braunfels, what will the Arts and Culture Master Plan include? Is it limited to city boundaries, or should it include school districts, and Comal and Guadalupe counties for example? Are the park districts part of the assessment/plan given they have/operate arts and cultural facilities?

Answer: We are going to limit the assessment to the city boundaries of New Braunfels but should include the school districts since they both have schools and facilities within the city limits.

14. Regarding 9.2. from the scope of work: Periodic reviews – do you see those on an annual basis, and for how many years? Will this be treated as a separate/follow up agreement between the city and the consultant?

Answer: Only some on-call consulting and feedback. No new reports or deliverables.

15. Is it expected that the cultural asset inventory will be mapped as part of the project? If so, will the City's GIS staff be available to help create a map based on geolocated cultural assets/public art?

Answer: The city's GIS department can assist in the creation and maintenance of asset maps.

16. Does the City anticipate that documents and meetings will require translation? If so, does the City have internal resources to assist with translation, or will this be the responsibility of the consultant?

Answer: City has resources for translation internally but does not anticipate translating documents for this effort.

17. It appears the City does not have an arts and culture department. Is this correct? Who from the City will be the point person for the project? Can the consultant expect assistance from City staff for on-the-ground logistics (scheduling meetings, securing meeting spaces, etc.), or should we include this as part of our scope?

Answer: The City's economic and community development department will be the liaison for the consultant. Staff can assist in the coordination of the logistics and securing of spaces if that helps to reduce the cost of the study.

18. 10.2 of the Scope of Work says the report will be shared with stakeholders, city officials, etc. Will the plan be approved/adopted by City Council, or by the Arts Commission and/or the Heritage Commission?

Answer: We would anticipate at least approval and adoption by the City Council. We would take recommendations as to whether the arts and heritage commissions should approve.

19. 5.1.3 and 5.8 mention the proposer's past relationship with the City as a component of evaluation criteria. Can you explain this criterion and if proposers who have a past relationship with the City will be given preference?

Answer: The City's scoring factors are in Section 5.1.

1.3 Proposer's past relationship with City, and/or Proposer's experience performing the requested services for entities similar in nature.

Previous experience with the City will be considered as well as those proposers who have similar project experience with other entities.

20. Does the City have internal graphic design services to support the design of the final plan and is it required, or should the proposer include this service in their proposal?

Answer: The city would need the consultant to undertake its own graphic design services for the plan.

21. Pages 4-5 indicate "Tabs" for the proposal. If we are uploading the proposal on Bidnetdirect, may we assume that all the "tabs" can be combined into one PDF?

Answer: Yes, the "Tabs" are for the responses and may be loaded as one PDF in Bidnet.

22. If the CIQ isn't applicable, would you like us to indicate this somewhere in the application?

Answer: Yes, please indicate non-applicable if so.

23. Attachment B signature page (page 21 of the RFP): For the State and County to be filled in, is that the state/county of the proposer or that of the City of New Braunfels? Thank you!

Answer: This is for and attest/notary. I will remove this requirement in the addendum and post an updated signature page.

24. Is there an intended time horizon for the use of the arts and culture masterplan (eg. a 10-year plan)? Or would you like to see suggestions for this horizon?

Answer: We are thinking that more specificity be delivered in the short to medium term ranges with some reach goals for projects beyond that time horizon. We'd appreciate suggestions as to what's a good timeline to reassess the status.

25. How does the city define short-, medium-, and long-term, as mentioned in item 4.3, "Project Priorities"?

Answer: Short: 6-18 months, medium 18-36 months, long term: 36+ months

26. RE Section 2.2 of the Scope of Work: does the city have specific expectations around quantitative analysis of data?

Answer: Only to the extent that it can illuminate the quantitative impact of the arts and culture industries (or those adjacent) on the local New Braunfels economy.

27. What is the city's position on the role of the New Braunfels Arts Commission in the execution of the strategic planning process?

Answer: An arts commission representative should be included as one stakeholder in oversight of the process. However, the city wants to broaden the participation to include officials from beyond city appointed boards and will take suggestions on the appropriate oversight and buy-in from other involved stakeholders.

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

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