

CITY OF NEW BRAUNFELS



REQUEST FOR PROPOSALS (RFP)

MICROTRANSIT SERVICES Solicitation # RFP 25-010

Responses are Due: June 13, 2025

City Contact: Barbara Coleman
Purchasing Manager
Bcoleman@newbraunfels.gov

Solicitation Notice

City of New Braunfels – RFP 25-010 Microtransit Services

Request for Proposals will be received by the City of New Braunfels until 3:00 p.m. (CDT) June 13, 2025 for “RFP 25-010 Microtransit Services”.

Responses received after the exact time and date set for submission will not be accepted.

Solicitation documents may be obtained from Purchasing at the New Braunfels City Hall, 550 Landa Street, New Braunfels, Texas 78130 or go to:

- <https://www.bidnetdirect.com/texas/city-of-new-braunfels> or
- <https://www.newbraunfels.gov/2694/Solicitations>.

This is a project that will be fund by Federally Transit Administration.

A non-mandatory Pre-bid Conference will be hosted virtually on April 29, 2025 at 10am. Refer to the solicitation documents for all virtual links. Questions will be accepted until close of the day May 13, 2025 at 5:00pm.

A Bid guarantee of 5% is required with response.

Electronic Bids are accepted as per solicitation instructions. Physical Bids may also be submitted to:

City of New Braunfels, City Secretary, Attn: Purchasing
550 Landa Street, New Braunfels, TX 78130

Address and mark envelope:

RFP 25-010 Microtransit Services

Due: 3:00 p.m. (CST) June 13, 2025

To Be Published:

- April 15, 2024
- April 22, 2024



SOLICITATION AND OFFER

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

Solicitation Number: RFP 25-010
MICROTRANSIT SERVICES

- ☐ Invitation for Bid (IFB)
☒ Request for Proposals (RFP)

Date Issued:
April 15, 2025

SOLICITATION

- A non-mandatory Preproposal meeting will be **hosted virtually via Teams on April 29, 2025, at 10 A.M. (CST)**
- Questions may be submitted until **May 13, 2025, 5:00 P.M. (CST)**
- Proposer must submit online or sealed responses containing one (1) signed original hardcopy and one (1) in electronic format (USB). Manual Submissions may be received at the office of the City Secretary at the address shown above.
- Responses are due by **3:00 P.M. (CST), June 13, 2025.**
- Submissions 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)

Barbara Coleman, NIGP-
CPP
Purchasing Manager

Email: bcoleman@newbraunfels.gov

- | | | | |
|---------------------------------|------------------------------|--|--|
| 5% Proposal Bond Required: | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | |
| 100% Payment Bond Required: | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | |
| 100% Performance Bond Required: | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | |

OFFER

(This portion must be fully completed by Proposer.)

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

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

In compliance with the above, upon contract award the undersigned offers and agrees to furnish any or all items or services awarded for each item delivered at the designated point(s) and within the time specified herein.

CONTRACT AWARD SHALL INCLUDE ALL ASSOCIATED SOLICITATION DOCUMENTS, ATTACHMENTS AND ADDENDA.

SIGNATURE IS MANDATORY; ELECTRONIC OR MANUAL SIGNATURES WILL BE ACCEPTED. SIGNATURE SHOULD ALSO BE REFLECTED ON USB COPY OR ELECTRONIC SUBMISSION.

Name
and
Address
of Respondent:

Name and Title of Person Authorized to Sign Offer:

E-Mail Address:

Phone Number:

Fax Number:

Signature:

Date:

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

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SECTION 3

RFP INSTRUCTIONS FOR PROPOSAL

3.1 PURPOSE

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

The award of this RFP is contingent on the pre-award authority issued to the City of New Braunfels by the Federal Transit Administration (FTA). We have assurances the authority will be awarded prior to the contract being awarded. However, we wanted to be transparent with all proposers.

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

3.2 AVAILABLE DOCUMENTS

Solicitation documents may be obtained from:

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

3.3 SOLICITATION SCHEDULE

DATE	MILESTONE
April 15, 2025	RFP issued on https://www.bidnetdirect.com/texas/city-of-new-braunfels and https://www.nbtexas.org/2694/Active-Solicitations
April 29, 2025	Pre-Proposal Meeting – hosted virtually on TEAMS at 10:00AM
May 13, 2025	Deadline to receive questions shall be 5:00 P.M.
June 11, 2025	Proposal submission deadline is 3:00 P.M.
June 11 - July 2025**	City Evaluation – Scoring, potential interviews and scope and fee development
July 2025	FTA Concurrence
July – August 2025**	Anticipated Contract Award by City Council and presentation by new Contractor

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

3.4 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be hosted virtually at **10:00 a.m. (CST) on April 29, 2025**. Remote access via Microsoft Teams instructions are:

[Join the meeting now](#)

Meeting ID: 288 285 823 732 4

Passcode: Y8Ch6Ar7

Attendance is not mandatory but due to the complexity of the project, it is strongly recommended. Proposers are encouraged to attend and participate in the conference. The City will transmit to all prospective Proposers of record such Addenda as the City considers necessary in response to

questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

Pre-Proposal conference minutes and any addendum may be downloaded at The BidNet Direct website <https://www.bidnetdirect.com/texas/city-of-new-braunfels> and the City of New Braunfels' website, <https://newbraunfels.gov/2694/Solicitations>.

3.5 SUBMISSION OF PROPOSALS

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

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

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

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

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

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

"RFP 25-010 "MICROTRANSIT SERVICES"

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

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

Each Proposal completed and signed by person(s) authorized to bind individual,

partnership, firm, corporation, or any other legal entity, will include the following in one envelope/package:

- **TAB 1 - Solicitation and Offer Form:** Complete and sign form located on Page 1.
- **TAB 2 – Attachment A – Cost Proposal Form**
- **TAB 3 - Cover Letter** - Name and address of the Proposer, as well as a brief description of the company and its history, and how this makes the Proposer qualified for this bid.
- **TAB 4 –Cost Proposal Form and acknowledgement of Addendums (Attachment A)**
- **TAB 5 ATTACHMENT B – COMPANY INFORMATION AND CERTIFICATIONS**
- **TAB 5 - Proposer’s Qualifications, Resources, and Experience** – Reference Section 5.1
1: Proposer’s Qualifications, Abilities, and References)
- **TAB 6 – Transportation Service Approach** – Reference Section 5.2
- **TAB 7 – Work Plan** – Reference Section 5.3
- **TAB 8 – Bonds – Bid Bond** – refer to Attachment L
(Performance and Payment Bonds will be requested from the awarded vendor)
- **Tab 9 - Additional Supporting Documentation** – read and acknowledge the following:
 - ATTACHMENT D – to General Conditions, Receipt of Federal Clauses
 - ATTACHMENT E – Disadvantaged Business Enterprise (DBE) - FORM X
 - ATTACHMENT F – Disadvantaged Business Enterprise (DBE) - FORM X
 - ATTACHMENT G – Certification and Restrictions on Lobbying
 - ATTACHMENT H – Debarment and Suspension Certification
 - ATTACHMENT I – Non-Collusion Affidavit
 - ATTACHMENT J – Conflict of Interest Form - Required from Prime and Sub-Proposers.
 - ATTACHMENT K – Certificate of Interested Parties - Form 1295 – Requested from Prime Proposer only
 - PROOF ON INSURABILITY - Required from the prime Proposer. Refer to Exhibit A – INSURANCE RIDER for required limits.:
One proof of insurability completed and signed. A “for information purposes only” copy is acceptable. The awarded Contractor will be required to provide their certificate of insurance prior to contract award.
 - Attach copies of contractor’s license, certifications, or any other documentation not referenced under another tab.
- **TAB 10 - Deviations from Request for Proposal** – (Reference Attachment C-
EXCEPTIONS AND ALTERNATIVES FORM
 - Proposer is to indicate any deviations being offered in lieu of specified language referenced in the solicitation.

3.6 CONTACT QUESTIONS

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

Purchasing Representative: Barbara Coleman, Purchasing Manager, via email
BColeman@[newbraunfels.gov](mailto:BColeman@newbraunfels.gov)

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

Questions – RFP 25-010: MICROTRANSIT SERVICES

All prospective Proposers are hereby instructed to not contact any member of the City of New Braunfels' City Council, City Manager, evaluation committee, or City of New Braunfels' staff members other than the noted contact person regarding this solicitation on page 1. Any such contact may be cause for rejection of your Proposal.

3.7 RESPONSES TO QUESTIONS/INQUIRIES

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

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

All such addenda issued by the Purchasing Representative before the time that Proposals are received shall be considered part of the RFP.

Only those inquiries the Purchasing Office replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

3.8 SOLICITATION UPDATES

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

3.9 EXCEPTIONS AND DEVIATIONS

Any exceptions to the specifications or objectives of the solicitation document must be clearly stated in Proposer's Proposal using Attachment C.

3.10 COMPETITIVE PROPOSALS

Proposals will not be opened publicly to avoid disclosure of contents to competing Proposers and kept confidential during the process of negotiation. However, all Proposals will be open for public inspection after award except for trade secrets and confidential information contained in the Proposals and identified as such by the Proposer. Marking the entire Proposal as confidential and/or proprietary is not in conformance with the Texas Open Records Act.

3.11 TIME ALLOWED FOR ACTION TAKEN

The City may hold responses 120 days after submittal deadline without taking action. Proposers are required to hold their Responses firm for same period of time.

3.12 PROPOSALS AND MATERIALS SUBMITTED

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

3.13 SAFEGUARDING OF INFORMATION AND DATA

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

3.14 WHAT IS NOT ACCEPTED

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

3.15 NON-NEGOTIABLE TERMS

The following terms or conditions are not negotiable:

- a. **Unfunded Liability.** The City will not incur a debt or obligation to pay selected Proposer any amounts the City does not have the current funds available to pay, unless the contract includes a provision for the City to appropriate funding for the debt or obligation.
- b. **Advance Payments.** The City will not make advance payments to a selected Proposer or any third party pursuant to this RFP or resulting contract.
- c. **Gift of Public Property.** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Proposer.
- d. **Procurement Laws.** The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws, including its own charter.
- e. **Limitation of Liability.** The City will not agree to allow the selected Proposer to limit its liability for breach or default of contract to the contract amount or to the amount the City has paid up to the time of the breach or default.
- f. **Attorney's fees; Legal Costs.** The City will not agree to pay the selected Proposer attorney's fees or other legal costs under any circumstances.
- g. **Delinquent Payments; Interest.** The City will not consider a payment delinquent, which is made within 30 days of receipt of the selected Proposer's approved invoice, in accordance with Texas law. If the City does not pay what is due and owing within the 30 days, the City will not agree to pay more than 1% interest per month on the overdue amount, in accordance with Texas law.

- h. **Venue; Applicable Law.** This solicitation and the awarded contract shall comply with all applicable Federal law and the laws of the state of Texas to the extent that they do not conflict with Federal law. The terms and conditions of the contract awarded pursuant to the RFP are fully performable in Comal County, Texas and venue for any dispute regarding contract shall be in Comal County, Texas.

3.16 FEDERAL REGULATIONS:

Federal Procurement Regulations establish certain submissions be required from any third-party contract IPTC enters into with any vendor. In order that IPTC may be compliant with the Federal Requirements of FTA Circular 4220.1F, each vendor is required to complete and submit as a part of the offer package, completed certifications as defined in this section.

Failure to supply the required certifications shall result in the determination of the offer as “non-responsive”.

3.17 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 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

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

3.18 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

A proponent that will be awarded a contract that is greater than \$50,000 is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission (“TEC”) website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the City prior to the award of the contract. A contract, including a City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the vendor.

SECTION 4

PROJECT DESCRIPTION AND SCOPE OF WORK

4.1 INTRODUCTION

Since 1845, the City of New Braunfels has provided a unique and diverse quality of life for its residents, visitors, and business community. Known for its German and Hispanic heritages, the City is nestled at the edge of the Texas Hill Country at the confluence of the Comal and Guadalupe rivers. New Braunfels is home to the world-famous Schlitterbahn Waterpark as well as Texas' oldest dancehall (Gruene Hall) and bakery (Naegelin's).

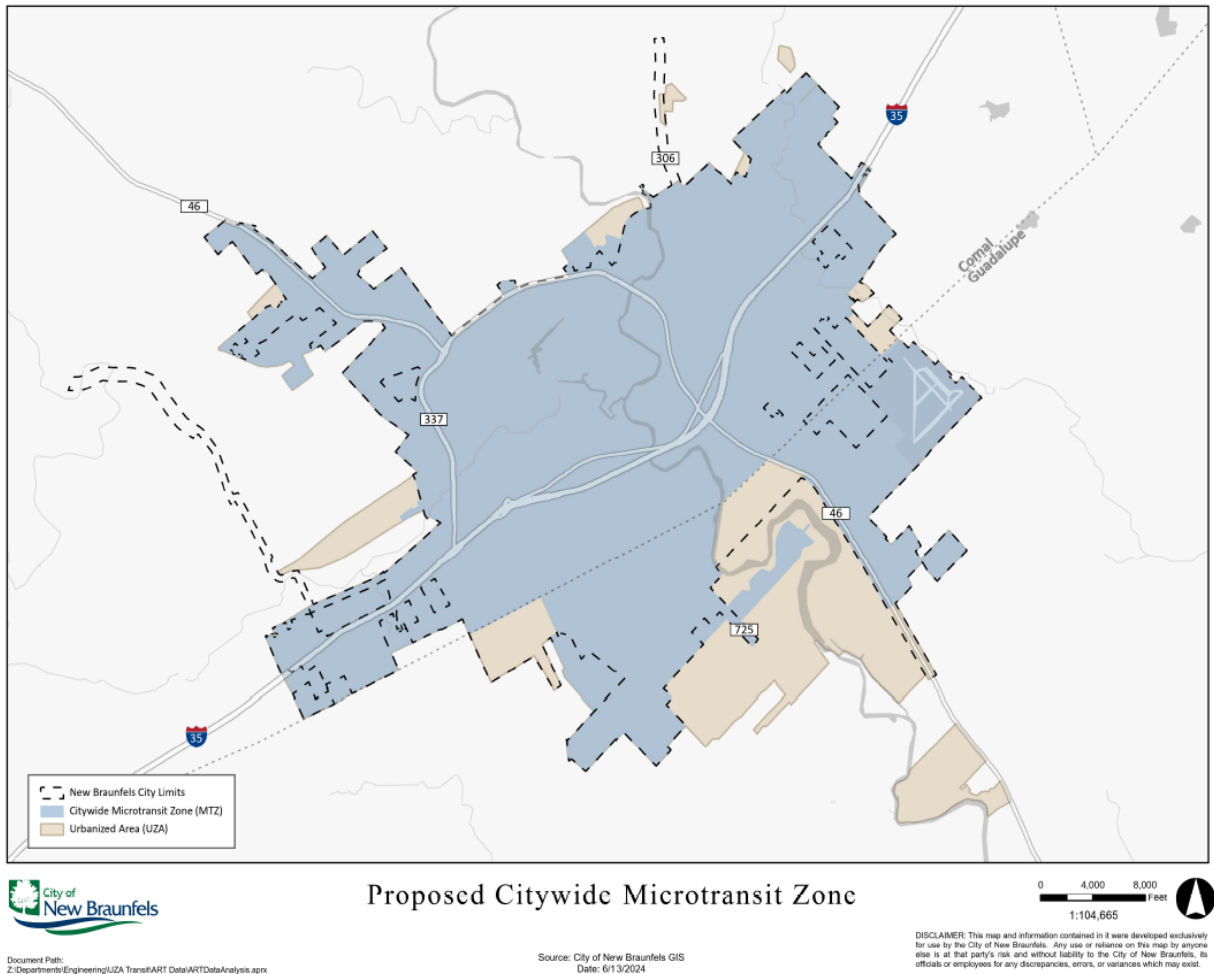
The City of New Braunfels has a population of over 110,000 people and was the third-fastest growing city in the country from 2010-2019 (+56%). It covers approximately 45 square miles and is located between the San Antonio and Austin metro areas along the rapidly growing I-35 corridor. Currently, demand-response transit service is provided by Alamo Regional Transit (ART) through the Alamo Area Council of Governments (AACOG). However, the City of New Braunfels completed a Transit Development Plan (TDP) in 2023 which outlined a strategy to enhance transit services in the city.

The City of New Braunfels ("City") is seeking proposals from qualified transit and mobility providers to assist with developing and deploying a citywide microtransit system through a single, turnkey contract. The citywide microtransit system is to serve the general population of the City of New Braunfels, Texas. The contract is anticipated to be for three (3) years with an option to renew it for two additional one-year periods. New Braunfels desires to begin transit services with a test pilot in September 2025 to assess the new system. A soft launch will proceed in October 2025 to prepare for service rollout.

Due to rapid population growth, the area was designated a Small Urbanized Area (UZA) distinct from that of Greater San Antonio after the 2020 Census. The reclassification of New Braunfels as a small UZA rendered the City eligible to receive federal transit funding under the Federal Transit Administration's (FTA) Section 5307 Urbanized Area Formula Program and other applicable discretionary grant programs. In coordination with the Texas Department of Transportation (TxDOT), the City of New Braunfels chose to become a direct recipient of FTA funds and launch its own transit service. Based on the TDP's recommendations, the initial launch of service is envisioned as a citywide microtransit zone where trips should originate and terminate in the Microtransit Zone (UTZ), approximately 47 square miles (see below).

This project is contingent based on pre-award authority from the Federal Transit Administration (FTA).

The anticipated annual operating budget is approximately \$2.3 million, contingent on Federal and State funding for transit in the New Braunfels UZA. The City will evaluate proposals based on a combination of expertise, transit service level provided, and cost per hour of revenue service. As this project is being funded in part with Federal Transit Administration (FTA) funding, proposers must agree to comply with all provisions and regulations relative to federal financial assistance.



In line with the TDP, the City's long-term plan is to launch two to four fixed routes on major corridors that can support such service with a microtransit zone serving other areas of the system map. Proposers should be prepared to assist in the planning and provision of future fixed-route service. The initial microtransit service performance data will be used to guide potential fixed-route expansions as ridership and funding allows.

4.2 SERVICE OVERVIEW

The proposed service plan should include provisions for service seven (7) days per week for a minimum of ten (10) hours of service per day, though up to sixteen (16) or more hours per day is envisioned. Service spans and hours will be tailored to ridership data over time but only after coordination and consultation with the City. Similarly, the number of vehicles available may be scaled based on anticipated demand during the day (i.e. rush hour, other peaks, special events), but a customer should wait no longer than 30 minutes from the time of request to pick-up. Average wait times across the system should remain under 20 minutes. Riders must be able to travel anywhere within the designated service area during service hours.

This procurement is to be subsidized with State and Federal transit operating funds. Applicable Federal clauses are set forth in Appendix A of the solicitation. The City expects the vendor to deduct fares

received from the monthly invoice. The proposal shall clearly confirm this understanding and explain how fare revenues collected will be reported, reconciled and deducted from the monthly invoice.

A. Service Goals

The overall aim of the project is to improve the City's existing public transportation options and increase mobility for residents and visitors moving within New Braunfels. To that end, the City has established service goals to guide implementation.

- The service should prioritize public investment by seeking to maximize ridership potential in New Braunfels through a new, innovative transit service.
- The service should encourage ridesharing, efficiency, and cost-effectiveness in connecting people and places.
- The service should put customers first, and the bidder must be prepared to participate and coordinate proactively with City staff to ensure customer satisfaction.

B. Service Requirements

A turnkey solution shall be provided through a single contract to include the following services as part of the initial implementation of service:

- Technology
 - Real-time, dynamic service and tracking
 - Backend software platform for scheduling, dispatch, data collection, reporting
 - User-facing app and online platform
 - Data shared with and owned by the City
 - Ability to scale service based on demand
- Service Operations
 - Drivers meet all FTA and TxDOT regulations
 - Storage and maintenance of vehicles owned or leased by vendor
 - A greater number of ADA accessible vehicles shall ensure no ADA rides are denied or provided wait times longer than non-ADA rides
 - Service details
 - Seven (7) days of service per week
 - Minimum 10 hours of service per day to start (more preferred)
 - Wait times of no more than 30 minutes (< 20 minutes on average)
 - Riders must be able to travel anywhere within the microtransit zone
- Support Staff/Admin
 - Customer service
 - Available all hours service is operational as well as 1 hour before and 1 hour after service span
 - Scheduling and payment options for those without a smart phone, internet access, and/or credit card
 - Marketing and promotions
 - Initial marketing leading up to service launch
 - Ongoing marketing, supporting the City's public communications staff on an as-needed basis

4.3 DETAILED SCOPE OF WORK & DELIVERABLES

The City requests proposals for the development and implementation of a dynamic, on-demand microtransit service model. Key components of the scope, as envisioned by the City, are outlined below.

A. Project Management

1. Initial Work Plan

An initial work plan shall be submitted as part of the Proposer's response to the RFP to explain the approach to the delivery of services, including the following:

- Schedule for submitting all preliminary and/or final services
- Documents outlined in the Scope of Work
- Discussion of the method to address potential scaling of service hours and days as ridership demand and community need dictates

This draft work plan, as approved by the City, would become part of the System Launch Plan (Section F) ~~prepared following selection for delivery of service.~~ The Launch Plan will be required prior to the service start date and would take into account the City's requirements and standard operating procedures (which help to further document the practices and procedures outlined within) as presented during the project start-up and orientation process.

2. *Ongoing Project Management Responsibilities*

Project management will be a key responsibility of the Proposer and a continuous function. The Proposer's Project Manager assigned to the system shall have the authority to make commitments and decisions that are binding on the Proposer and any Subcontractors. The City will designate a Transit Services Coordinator/Manager to manage all project activities. All communications between the City and the Proposer shall be coordinated through these respective project managers. In the area of Project Management, the Proposer shall:

- Schedule and facilitate a kick-off meeting and meetings at key milestones, field reviews, advisory and/or stakeholder group meetings, and other project related meetings.
- Prepare agendas, minutes, and sign-in sheets for all meetings.
- Maintain and update the work plan as approved by the City's Transit Services Coordinator/Manager.
- Develop and maintain an overall project schedule to ensure milestones are met in an efficient manner.
- Oversee Subcontractor activity (if any) and ensure individuals performing tasks have appropriate skill levels and credentials.
- Coordinate all required deliverables, including proposed service operations, vehicle acquisition, hiring of operators, vehicle wrapping, installation and configuration of software and hardware, documentation/training, branding/marketing, and performance monitoring/reporting, per the final contract agreement.
- Be available and responsive to requests for information, inspections, or meetings related to FTA Third Party Oversight.

B. Performance Monitoring and Reporting

Proposer shall provide regular reporting, as follows:

1. Provide Regular Staff Briefings / Operations Meetings

In the lead up to initial launch of service, the proposer shall provide weekly briefings to the City's Transit Services Coordinator/Manager on completed tasks, deliverables, and all issues resolved, with an explanation and new date for unmet tasks and deliverables. The briefing will also provide a forecast of activities and expected deliverables for the upcoming one-month period. The weekly briefing shall contain, at a minimum:

- Summary of work completed to-date
- Updates to project schedule
- Status of service operations and deliverables
- Activities and expected deliverables for the upcoming month
- Potential problems

As the service progresses, weekly briefings may be scaled back to bi-weekly and possibly monthly operations meetings at the discretion of the Transit Services Coordinator/Manager.

2. Regular Performance Monitoring

Reporting and analysis tools shall be built into the technology platform and open to the City for regular use. All data collected as part of the microtransit system is property of the City and must be openly shared with the Transit Services Coordinator/Manager. The Proposer shall create custom reports as requested by the City. Reports shall allow for daily, weekly, monthly, and annual assessment of the service so that changes can be made to improve service and ridership if deemed necessary.

3. Performance Evaluation Reports

Proposer shall provide a Summary Performance Evaluation Report at the end of each month of service, attached to monthly invoice. Every three (3) months, a Quarterly Performance Evaluation Report shall be submitted that includes comparisons with past performance measures and reporting to give a comprehensive overview of the success of the service over time.

Performance Evaluation Reports shall summarize the performance of the service, using clear and measurable criteria to include but are not limited to:

- Demand summary (origin/destination, time of day, boardings per revenue hour, ridership, trip purpose)
- Trip data (travel times, trip denial rate, cancellation rates, average wait times, wait times over expected threshold)
- Revenue summary (total revenue, revenue broken down by types of riders or other relevant factors)
- Hardware/software performance and reliability
- Vehicle maintenance, performance, and reliability
- Status and success of marketing efforts (number of events, attendance, audience reach, etc.)
- Customer Service (complaints, commendations, average trip ratings)
- Accident/Incident reports

All data must be compliant with National Transit Database reporting criteria for purchased services.

4. *Service Adaptation Plan*

As the service grows and evolves, Proposer shall coordinate with the City's Transit Services Coordinator/Manager and other staff to refine and approve any change in service, including type and number of vehicles, specific times and days of service, service coverage area, fare structure, and cost structure. If Proposer deems any centralized or virtual stop locations would be desired or necessary, field visits should be made to assess any proposed stop locations for safety, ADA access, and existing shelters and amenities.

If circumstances arise that merit modifications to the system operations, a Service Adaptation Plan must be submitted along with the monthly report, clearly delineating the problems, proposed solutions, specific service changes, additional cost, and timeline for implementing changes.

5. *Event Reporting*

Accident and incident management includes notification procedures, protection of the incident scene, and evacuation and rescue assistance in extreme circumstances. The City should be notified of any accident or incident within 24 hours of the event. An initial report should be completed and filed with the Transit Services Coordinator/Manager within ten (10) business days to ensure the City is able to assess and submit Major Event Reports to FTA's National Transit Database (NTD) within 30 days of such an event as required. Monthly, the City should receive an updated summary log of safety events.

C. Software, Hardware & Equipment

Proposer shall provide all software, installation, training, and technical assistance, hardware and equipment required to deploy and manage the rideshare service.

1. *Technology Platform Characteristics and Documentation*

The City envisions a technology platform that can be used to aggregate riders traveling from multiple origins to multiple destinations in real time in an efficient manner. Service should optimize the balance between maximizing vehicle utilization and maintaining excellent quality of customer experience.

The platform should support fully automated scheduling, dispatch, and reservations, allowing passengers to book trips in real-time via phone, internet, and mobile application. The administrative interface should allow for real-time monitoring and assessment of schedule adherence, vehicle locations, passenger breakdowns, driver performance, and other relevant trip details. It should be accessible via standard web browsers and from any commonly used internet-enabled device and should provide options to generate reports and extract operational data for analysis.

The Proposer shall keep and maintain all personal information in strict confidence, using such a degree of care as is appropriate to avoid unauthorized access or use or disclosure and use personal information solely and exclusively for the purpose for which the personal information is intended.

Establish a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks. The approach should follow best practices developed by the National Institute of Standards and Technology (NIST) and the Secretary of Homeland Security. The Proposer should identify hardware and software it determines should be tested and analyzed to mitigate cybersecurity risk.

Using the agreed upon service model and description of work above as a basis, the Proposer shall design and document processes and functionalities as they are to be implemented within the software component of the project. The Proposer shall document modules, platforms, and services that will be implemented to meet the City's needs, desired service model, and requirements. The Proposer shall provide use of the software for up to 3 years and ongoing consultation to support our provision of adequately funded, high-quality, user-friendly, data-driven transit services.

Proposer will be responsible for coordinating payment and fare integration within the technology platform and/or across other agency applications as necessary. The City envisions the payment system will be highly accessible and include access through a smartphone app, online, or by phone and would accept multiple forms of payment to accommodate residents that are unbanked, do not own a smart phone, or have low technology literacy.

2. *Hardware, Equipment, and Vehicles*

The Proposer shall provide all necessary hardware required to deploy the service operations. If any transfer of equipment is required between vehicles, transfer should be simple and efficient. The operator interface should be safe and easy to use and include audible and clear messaging indicating passenger updates and stop changes. Driving instructions should be available in list, map, and turn-by-turn voice instructions to ensure safe operation.

A. Vehicle Acquisition & Operations

The City expects the Proposer to supply and maintain all necessary vehicles to launch the service. The City requires a sufficient number of vehicles that accommodate mobility-limited users. Vehicles used in the performance of this contract shall be no more than five (5) years old and/or have no more than 150,000 miles at any time during the initial term or subsequent renewals of this contract. Vehicle registration and vehicle identification numbers (VIN) will serve as proof of age. Vehicle registration will be shown as the State of Texas. Vehicles deemed accessible must meet all ADA standards. The City of New Braunfels has a fleet vehicle maintenance plan that will be aligned with the awarding contractor.

Vehicle interiors shall be cleaned and serviced daily. Exteriors shall be washed a minimum of once per week. The City shall have access to Contractor supplied vehicles and equipment and all current or archived maintenance records for such. The City may conduct regular audits of maintenance files, inspections of vehicles, equipment, facilities, and any activities performed by the Contractor.

3. *Installation Plan*

The Contractor shall develop a software and hardware installation plan that will be approved by the City's Transit Services Coordinator/Manager. The installation plan will detail all the necessary tasks and the schedule to complete the installation of all software and hardware. In conformance to the Technology Platform Documentation and Software and Hardware Installation Plan, the Proposer shall perform the following:

- Installation of the suite of modules contained in the software component
- Installation of necessary hardware on vehicles
- Test suite of modules
- System acceptance testing
- Mock go-live
- Go live/roll-out

4. *Training and Technical Support*

A. System and User Training

This microtransit service is expected to be provided by the selected Proposer as a full-turnkey solution with minimal City staff resources needed to implement the service. However, the Proposer shall provide training and manuals to the Transit Services Coordinator/Manager and additional City staff (if appropriate) to monitor, assess, access data, and develop reports using the dashboard and other tools provided by the Proposer. The Proposer shall also ensure complete training of all drivers prior to placing the drivers on the Approved Drivers List submitted to the City.

B. *Ongoing Technical Support*

The Proposer shall provide ongoing technical support for the duration of the microtransit service contract. The Proposer should indicate the level of technical support and ongoing monitoring provided to ensure the system is functioning properly. Software upgrades should be installed as soon as they are available. Technical support should include but is not limited to:

- Application and User Support
 - Phone and email responses to software failures or questions within one business day.
 - Assistance with questions on use of approved software configuration and software version.
 - Availability of experts to confer on software new release installation and troubleshooting.
- Hardware Support
 - Troubleshooting hardware or network failure
 - Assistance with technical recommendations focused on improving system performance.
 - Continuing operations in the event of a widespread cell service outage

D. Human Resources

1. *Vehicle Operators*

The City recognizes the success of its transit system is built upon the strength of its Vehicle Operators. The selected Contractor is responsible for ensuring all relevant Federal, State, and local regulations are complied with. The selected Proposer shall provide the City with the following driver information no less than 20 days prior to the microtransit service start date. Operators added to the list shall be provided to the City prior to performing tasks as an operator for the microtransit service. The list shall be kept up to date as changes to operators are made and the City should have access to a current list with status of required pre-employment training, background checks, and drug/alcohol testing daily as needed.

- General information sheet for each driver
- Copy of current valid Texas driver's license (or CDL where applicable)
- Copy of CPR/First Aid certification
- Copy of Drug and Alcohol Training attendance/certification
- Copy of Defensive Driving Course attendance/certification
- Copy of Sensitivity/De-escalation Training attendance
- Copy of Criminal Background Check
- Copy of passed DOT drug test

The Contractor shall provide uniforms to be worn by all drivers when operating a vehicle in service. Driver shall wear a name tag/plate with their name prominently displayed and in clear view so that they can be easily identified by passengers. It is the Proposer's responsibility to see that driver's uniforms remain in good repair and do not appear old or worn out. Vehicle Operators shall present a neat and clean appearance and wear only the Proposer's authorized uniform.

Proposer shall clearly demonstrate insurance and liability coverage will be provided for drivers. Proposals including the use of unionized labor must clearly state all terms and conditions that may influence proposed service operations.

2. Customer Service

Customer service should be available 24/7 via email, online/app contact forms, or via voicemail to allow customers to request service or provide feedback on services and system operations. Customer service agents shall be available to riders at least one (1) hour before and after the microtransit service is in operation. The City expects this service as part of the overall turnkey approach; the Transit Services Coordinator/Manager is available when needed to address customer service requests.

- Riders shall have immediate access to customer service assistance via mobile application or phone call at any point one (1) hour before and after service is in operation.
- Customer service concerns related to safety shall be addressed immediately and reported to the Transit Services Coordinator/Manager within two (2) hours.
- The Transit Services Coordinator/Manager shall have access to all customer service comments, questions, requests, or complaints.

E. Compliance and Regulations

Compliance with regulations including, but not limited to, FTA mandated programs such as drug and alcohol testing and data tracking, requirements of the Americans with Disabilities Act (ADA), all aspects of the master agreement with the FTA and all aspects of the agreement between the City and the Texas Department of Transportation (TxDOT).

1. Drug And Alcohol Testing

U.S. Department of Transportation regulations require any contractor that provides transportation services to an FTA grant recipient must establish and maintain a program for the prevention of prohibited drug use and alcohol misuse in transit operations. This drug and alcohol misuse program must include a written substance abuse policy and drug and alcohol testing program in accordance with Federal regulations as contained in 49 CFR Part40, 49 CFR655, and 49 CFR Part 29. All relevant FTA documents and regulations are included in the RFP.

Successful proposals will have in place a comprehensive drug and alcohol misuse program, which meets or exceeds all Federal requirements. The City will occasionally audit the Proposer's records and drug testing program to ensure total compliance. All successful proposals shall be required to comply with this requirement.

The Proposer agrees to carry out pre-employment and other drug testing to all safety-sensitive employees and subcontractors performing safety-sensitive functions related to this service. The Proposer agrees to NOT hire or contract with any persons who test positive for substances prohibited under the approved Proposer's drug and alcohol policy to perform any services under this contract.

2. Americans with Disabilities Act (ADA) Regulations

The Americans with Disabilities Act (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities. Proposer's shall adhere to ADA regulations concerning, but not limited to, the following: nondiscrimination, transportation services for individuals with disabilities, ADA standards for transportation facilities, accessibility specifications for transportation vehicles, presentation of web or application based content, and reasonable modification policies and practices concerning transportation for individuals with disabilities.

Successful proposals will display a comprehensive understanding of U.S. DOT and FTA guidance on the ADA, DOT disability law, premium charges for ADA paratransit service, Title VI requirements for ADA paratransit, and rules relating to service animals and mobility devices.

3. Smoke-Free Workplace

The City of New Braunfels desires to conduct its operations with the utmost regard for the safety of its team members, its customers, and the public. One of the most valuable assets of the City of New Braunfels is its workforce. In recognition of that belief, the City promotes health, safety, and well-being of each individual and prohibits the use of tobacco and electronic cigarettes in all City-owned or leased buildings and in all City-owned or leased vehicles and motorized equipment. This policy provides for a smoke and tobacco free environment, including vapor/e-cigarettes, and applies to all City team members, visitors, and customers of City buildings. Team members found to be in violation of this policy will be subject to disciplinary action. See the City of New Braunfels Tobacco & Electronic Cigarette Policy for more information.¹

F. System Launch Plan

Proposer shall coordinate with the City's Transit Services Coordinator/Manager and other staff to refine and approve the service model, including type and number of vehicles, specific times and days of service, service coverage area, fare structure, and cost structure. If vendor deems any centralized stop locations would be desired or necessary, field visits should be made to assess all proposed stop locations for safety, ADA access, and existing shelters and amenities.

1. Service Launch Plan

Proposer shall submit a draft plan for the City's Transit Services Coordinator/Manager approval.

This plan should detail all tasks necessary to launch the microtransit service. Include timelines and indicate responsible parties. Tasks may include but are not limited to:

- Vehicle Procurement and Branding
- Driver Hiring and Training
- Administrative Processes
- Compliance with Safety and Drug/Alcohol policies
- Compliance with ADA
- Test Runs
- Promotional Events & Marketing
- Stop or Station Preparation (if any stops are to be used)
- Service Operations Launch

¹ City of New Braunfels Policies and Procedures <https://newbraunfels.gov/DocumentCenter/View/27458/Tobacco-and-Electronic-Cigarette-Policy>

2. Promotional Events and Marketing Plan

The Transit Services Coordinator/Manager will work with the City and the Communications Department on a marketing plan and coordinate with the Proposer and their efforts. City staff will look to the Proposer regarding the development of a comprehensive marketing and promotions plan using their previous experience deploying a new microtransit service or citywide microtransit implementation.

- G. The City envisions a combination of hard copy marketing materials, promotional events and subsidies, and digital and online advertising. The microtransit website will be housed and managed within the City. Strategic and robust marketing of the microtransit service will be critical to its success. Invoicing

Proposer shall provide regular invoices for all services rendered to the Transit Services Coordinator/Manager for review. Invoices will be submitted monthly on the 15th of each month and should include expenses for the preceding month with the billing period beginning and ending in the same calendar month. (i.e. – the invoice for period January 1 – January 31 would be due on February 15th). Should the 15th fall on a weekend or holiday, the invoice will be due on the next business day.

Invoices received on time will be payable by the City to the Proposer 30 days from the invoice date. Incomplete or inaccurate invoices shall be returned to the Proposer unapproved for correction.

Invoices shall be submitted in a format agreed upon by the City and the Proposer.

SECTION 5

QUALIFICATIONS AND EVALUATION CRITERIA

5 SELECTION PROCESS

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

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

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

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

5.1.1 Proposer's Qualifications, Resources, and Experience – TAB 5: (25 points)

- 5.1.1.1 The proposal shall include a brief summary of the firm, its size and structure, and the number of full-time and part-time employees.
- 5.1.1.2 The qualifications, education, and experience of the team members proposed by Proposer to conduct and supervise its services for the City.
 - The proposal shall identify the number of years that the firm has been providing transit services and their capabilities
- 5.1.1.3 Provide a description of the team composition including a description of the roles played by each individual.
- 5.1.1.4 Describe the pre-employment process for drivers, including training, background check, and drug and alcohol screening.
- 5.1.1.5 Describe the process of tracking and addressing driver issues.
- 5.1.1.6 Provide a description of direct experience on at least three (3) projects of similar size, scope and complexity completed in the past five (5) years.
- 5.1.1.7 Cite any experience or knowledge of the following:
 - a. Implementing projects funded through Federal Transit Administration (FTA) funds and complying with FTA requirements.
 - b. Implementing demand responsive, flexible transportation systems, including overall project outcomes and lessons learned.
 - c. Implementing automated scheduling, dispatch, and reservation systems, including setting accuracy and performance criteria.
- 5.1.1.8 Include an organizational chart of all key team members and identify the role each member will have in the project. Provide abbreviated resumes for the project manager and all key team members, including a description of type and years of experience, qualifications, and skills most relevant to this RFP. Include the percentage (%) of time each team member will devote to the project
- 5.1.1.9 Contractor should describe available resources and capability for undertaking and performing the work.
- 5.1.1.10 Provide a schedule for performing the tasks identified in the Scope of Work and based on the City's desired service start date of October 1, 2025.

5.2 Transportation Service Approach – TAB 6: (30 points)

- 5.2.1 Describe your understanding of the project goals and provide a clear statement of the general approach to be undertaken on the project, including the level of effort required for the work proposed.
- 5.2.2 Proposals should include a comprehensive approach, describing a specific operational model, technology platform, vehicle acquisition scheme, and performance monitoring plan.
- 5.2.3 Describe the user experience and process for a user requesting a ride. Explain how your platform can support various booking modes.
- 5.2.4 Describe how customer service is handled and monitored.
- 5.2.5 The Proposer shall include a description of the vehicles to be supplied and the cost to supply vehicles for the services over the duration of the service period.

Describe type and quantity of vehicles required to serve the proposed coverage areas:

- A. Are the vehicles owned, leased, or sub-contracted?
 - B. Is the proposed fleet all the same vehicle type or a mix? Why?
 - C. How many ADA accessible vehicles are proposed?
 - D. How old are the vehicles?
 - E. Are the vehicles able to be branded specifically for the City of New Braunfels?
 - F. Describe your ability to scale the number of vehicles up or down based on demand.
 - G. Describe the approach to fleet maintenance, cleaning, and storage.
- 5.2.6 Describe the features and functionality of the technology platform and hardware requirements.
- A. What technology platform will enable the on-demand service component of the service?
 - B. Is the technology capable of providing a fully automated scheduling, dispatching, and reservation system for a demand response service for the general public and ADA users, as well as pre-scheduled rides as necessary?
 - C. Describe if/how your platform handles fare collection. Would your system be able to integrate with a third-party fare collection system? Do you have a cash option?
 - D. Can the platform accommodate users without a smartphone or data plan?
 - E. Describe the ability of the system to allow for different fare structures.
 - F. Describe the ability of the system to allow private or non-profit partners to subsidize rides for clients, residents, or employees.
 - G. How will data gathered from the service be open and shareable with the City?
 - H. Describe the role of the driver in determining routes, who or when to pick up in your platform, and when to take a break. Does the driver have the ability to decide if they will or will not pick up a rider?
 - I. What information does the user see about the driver? Can a rider choose another driver? Can they rate their driver as well as the service and platform? Are they able to view the ride on the map as it heads to their location?
 - J. Is there an automated call/text to the rider the ride is at their location to pick them up?
- 5.2.7 Discuss details of reporting capabilities of the technology platform or software, ease of use, and list specific types of data that can be collected/shared with the City to improve the service.

- A. Describe the data this platform collects and any reports that can be generated from it including standard reports. Describe to what extent data collection and reporting can be customized to suit the City's needs. Can this customization be performed by the City?
- B. Describe how the service can be modified if it is not performing as intended.
- C. Confirm the following data needed will be provided to measure performance
Ridership – total, by type of rider, by revenue hour, trip purpose, trip status (completed, no show, cancel).
 - Travel times
 - Booking abandonment rates
 - Deadhead time
 - Revenue – total, by type of rider, advertising
 - Vehicle performance and reliability
 - On-time driver performance
 - Capacity demand
 - Number, type, and wait times associated with calls for customer service
 - Detailed invoicing

5.2.8. Describe the program used to train drivers and dispatchers/schedulers. Describe how the City will be trained to use any dashboard/reporting tools.

- A. Describe the driver onboarding process.
- B. Describe the technical support available if drivers need assistance while providing service.
- C. Describe the technical support available if the City needs assistance using backend tools for creating reports.

5.3 Work Plan – TAB 7: (20 points)

5.3.1 The Proposer shall prepare a detailed Work Plan, describing each step in the overall review, analysis, and delivery of the service in accordance with the Scope of Work. In the interest of innovation, the Proposer is encouraged to modify the items included in the Scope of Work or include additional tasks that it feels should be included to develop a success service, accompanied by an explanation for the modification or addition. Clearly indicate who will be responsible for specific tasks and services included in the Work Plan. This Work Plan shall contain the following elements, but will not be limited to:

- A. Work elements separated into tasks and phases
- B. Identification of schedule start and stop dates for each activity
- C. Expected deliverables/results
- D. Key milestones (service deployment, performance monitoring, etc.)

5.4 Cost Proposal - TAB 2 : (25 points)

5.4.1. The cost to the City required to secure Proposer's proposed services, including any long-term costs.

Information described in the following subsections is required from each Contractor. Your method of costing may or may not be used but should be described. A firm fixed price or not-

to-exceed Contract is contemplated.

Proposal should include the price as follows:

- Start up and mobilization cost, if any.
- Cost for microtransit operations inclusive of personnel, vehicles, vehicle maintenance, fuel and other materials, management and oversight, liability, and insurance, permits and licenses, and any other items required for this turnkey service. Include technical support for the customer and driver apps, dashboard reporting, and any related software and systems.
- Door-to-door operating model.
- Options to reduce the overall cost of the microtransit system. This may include the City providing space for vehicle storage, and the City providing fuel at a City fueling facility. Other ideas will be considered.
- Include the period for the operation of the services.

5.5. Threshold Criteria Pass/Fail:

- 5.5.1. Ability of the City to comply with laws regarding Disadvantaged Business Enterprise and Historically Underutilized Businesses; and
- 5.5.2. Ability of the City to comply with laws regarding purchases from persons with disabilities.
- 5.5.3. Availability–The Proposer must be able to start the project immediately, upon pre-award authority to the City from the FTA, and complete all work as specified. Please include availability and ability to commit to successful and expeditious completion of the management and administrative work. Include this information in Tab 7-Work Plan.

5.6 Supplemental Consideration.

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

TOTAL POSSIBLE POINTS: 100

- 5.7. **OPTIONAL-** The City may determine that it is necessary to interview short-listed firms prior to making a recommendation to the City Council. The City reserves the right to determine whether an interview will be conducted for every proposal.
- 5.8. **Other Considerations.** The City reserves the right to request additional information or consider historical information and facts, whether gained from the proposal, references, or any other source, in the evaluation process, including Proposer's past working or business relationship with the City, if any. The City further reserves the right to consider a Proposer's background, personnel, experience, financial and other references, management practices, exceptions to the RFP or subsequent contract, and any working relationships, past or present, a Proposer may have with its other clients.
- 5.8 Proposer should be aware that the contents of the successful proposal response will become part of subsequent contractual documents.

5.9 Opened Proposal. A submittal may not be opened before the closing date for the purpose of changing or amending the submittal or to correct an error in the submittal terms or conditions. If the submittal is opened before the closing date by anyone other than the City, the submittal may be rejected in its entirety by the City.

5.10 Additional Information. At your option, provide in your Qualifications any contractual language, terms, conditions, considerations, or contingencies your company would request or require to be included in the negotiated contract between the City and the selected submitter, should your company be awarded a contract. Approval of such language, terms, conditions, considerations, or contingencies offered by a submitter remains with the City and in all cases the City's decision is final.

5.11 LIMITATIONS

5.12.1 Right to Accept or Reject. The City reserves the right to reject any or all submittals, to waive informalities and accept the submittal that the Proposer believes is the most advantageous to the public interest and in keeping with the local government project procedures. The RFP does not commit the City to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP.

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

5.12.3 City Council Approval Required. The City of New Braunfels City Council must approve the Proposer selected to provide the services requested in this RFP. The City reserves the right to authorize contract negotiations to begin without further discussion with Proposers submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The City reserves the right to request additional data, oral discussions, or presentations in support of the written proposal. We will request the awarded Proposer present to the City Council their plans for the system, their background, and experience.

5.12.4 Proposer's Obligation Regarding Evaluation:

- a. Submission of Information. Submitters are cautioned it is each Proposer's sole responsibility to submit information related to the evaluation categories, and the City is under no obligation to solicit such information if it is not included with the proposal. Failure of a Proposer to submit such information may cause an adverse impact on the evaluation of the specific Proposal.
- b. Submitter Review of RFP. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the Proposers' risk and will not be a determinative factor when awarding the contract for services.

5.12.5 Oral Non-Binding. Any non-written representations, explanations, or instructions given by City staff or City agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

5.12.6 Lobbying Prohibited. Proponents are prohibited from directly or indirectly communicating with City Council members regarding the Proposer's qualifications or any other matter related to the eventual award of a contract for the services requested under this RFP. Proposer's are prohibited from contacting City staff members regarding their qualifications or the award of a

contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the proponent from the selection process.

5.14 PROPOSAL SPECIFICATIONS

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

SECTION 6

CONTRACT TERMS AND CONDITIONS

6.1 CONTRACT TERM

Should a contract be awarded as a result of this solicitation, the Agreement shall become effective upon the date of the final signature and shall remain in effect through **September 30, 2029** with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in this RFP or the subsequent Agreement.

6.2 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of New Braunfels requests which would cause the City of New Braunfels to be in violation of the FTA terms and conditions.

6.3 INTERLOCAL COOPERATIVE CONTRACTING

The City is asking all Proposer's to indicate their willingness to extend the terms of resulting contracts, inclusive of price, to other interested governmental entities. This clause in no way commits any entity to purchase from City's awarded contractor, nor does it guarantee any additional orders will result, it does allow for the use of City's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other entities shall be understood to be transactions between that entity and the awarded Proposer; the City shall not be responsible for any such purchases.

SECTION 7

SUPPLEMENTAL CONDITIONS

PROPOSED OVERALL DBE GOAL CALCULATION

7.1 INTRODUCTION

The City of New Braunfels (City) sets forth its overall Disadvantaged Business Enterprise (DBE) goal and corresponding federally prescribed goal-setting methodology for the three-year Federal Fiscal Year (FFY) goal period of 2025-2027 (October 1, 2025 to September 30, 2027). Overall DBE goals are expressed as a percentage of the total amount of U.S. DOT funds the City anticipates expending within a given three-year period. The overall DBE goal is based upon all budgeted contracts anticipated to utilize U.S. DOT federal financial assistance, provided that the anticipated expenditures have viable opportunities for subcontracting possibilities and corresponding DBE availability.

7.2 RESULTS SUMMARY

The DBE goal methodology justifies an overall DBE goal of **1.07%** for FY2025-2027. The City plans to meet the overall DBE goal of 1.07% with race-neutral means. The City will monitor the DBE participation over the next three years to determine if there are other contracting opportunities available for DBE firms.

7.3 BACKGROUND

The City is a recipient of U.S. Department of Transportation (USDOT), Federal Transit Administration (FTA), funding. As a condition of receiving this assistance, the City has made assurances that it will comply with FTA DBE requirements. In accordance with Title 49 CFR Part 26 provisions: participation by DBEs in USDOT Programs, the City is required to develop and submit an overall DBE Goal for its FTA-assisted projects.

The City herein presents its overall DBE Goal Methodology for FFY 2025-2027.

7.4 FTA-ASSISTED CONTRACTING PROGRAM FOR FY 2025-2027

7.4.1 Market Area

The City considered the FTA assisted contracting opportunities for award in FY2025 through 2027. The North Industry Classification System (NAICS) codes for the work included in the contracting opportunities was compiled. The Federal DBE Program requires agencies to implement the DBE Program based on information from the relevant geographic market area in which the agency spends the substantial majority of its contracting dollars. Due to the unique nature of the City's subcontracting opportunity, the City established a market area consisting of fifty percent of firms listed in the NACIS ground transportation category for the United States and used the Texas Department of Transportation TUCP to determine the total number of DBE registered, willing, and able to perform work in the same NAICS code.

7.4.2 Anticipated Projects

The City has one project that is anticipated to be awarded during the triennial period and which was considered in preparing this goal methodology. This project and the Federal share is listed in Table 1.

- Column A lists name and brief description of project.

- Column B lists the total estimated cost of the project.
- Column C lists the estimated FTA dollar share for the project.
- Column D lists the estimated FTA percentage ratio for each project.

Table 1

A	B	C	D
Project Name	Total Estimated Project Costs	Estimated FTA \$ Share	Estimated FTA % Share
Turnkey On-Demand Transit. Contractor to all operating and capital costs to provide public transit. Salaries and fringe benefits not included.	2,450,000	1,225,000	50%

7.4.3 Subrecipients

The City has no subrecipients to include in the DBE goal calculation.

7.4.4. Categories of Work

The City reviewed the project anticipated to be awarded during the respective three-year period and determined that there was only one contracting opportunity. This opportunity is for a turnkey on-demand public transportation service for the City. The service would include the Proposer to provide all the vehicles, staff (salaries/fringe benefits), supervision, uniforms, reporting, dispatching and all other associated costs. The dollar amount is an estimated amount.

Table 2 provides a summary of the categories of work with estimated dollar amount.

- Column A lists the category of work (NAICS) code and title.
- Column B lists the estimated FTA dollar share for each NAICS code.
- Column C lists the estimated percentage of each NAICS code.

Table 2

A	B	C
NAICS Category of Work	Code Estimated Dollars by NAICS	FTA Estimated FTA % by NACIS
485999 Ground Transport	2,052,430	100%

7.5. GOAL METHODOLOGY

7.5.1. Step 1: Determination of a Base Figure

To establish the City's Base Figure of the relative availability of DBEs and all comparable firms (DBE and non-DBE) available to bid or submit proposals on the City's FTA-assisted contracting project to be solicited during the triennial goal period. The City followed the prescribed federal methodology to determine relative availability. This was established but assessing the TxDOT Unified Certification Program (TUCP) DBE Program Directory and the 2021 U.S. Census Bureau Tables for the work category

defined in Table 2.

7.5.2. In accordance with the formula listed below, the Base Figure is derived by:

- Dividing the number of ready, willing, and able DBE firms identified for each NAICS work category by the number of all firms identified within the US for each corresponding work category (relative availability).
- Weighting the relative availability for each work category by the corresponding work category weight from Table 2 (weighted ratio, and
- Adding the weighted ration figures together.

$$\text{Base Figure} = \frac{(\text{Number of Ready, Willing and Able DBEs})}{(\text{Number of All Ready, Willing and Able Firms})} \times \text{Weighted Ratio}$$

A concerted effort was made to ensure that the scope of businesses included in the numerator were as close as possible to the scope included in the denominator. The result of the Base Figure calculation is shown in Table 3.

- Column A lists the category of work (NAICS) code and title.
- Column B lists the estimated percentage of each NAICS code (the estimated FTA dollars for the NAICS code divided by the grand total of the estimated FTA dollars)
- Column C lists number of DBEs in the market area for the NAICS code from the TUCP DBE Database of Certified Firms.
- Column D lists number of all firms (DBE and non-DBE) in the market area for each NAICS code from 2021 U.S. Census Bureau Database.
- Column E lists the percentage of DBE availability for the NAICS code (the number of DBEs divided by the number of all firms, multiplied by the estimated NAICS percentage).
- The weighted base figure is the sum of the DBE availability for each NAICS code.

(See Table 3 on next page)

Table 3

A	B	C	D	E
NAICS Code Category of Work	Estimated FTA% by NAICS	DBEs	All Firms	Weighted Ratio
485999 Ground Transport	100%	11	1,031	1.07%
Weighted Base Figure			1.07%	

7.5.3. Step 2 – Adjusting the Base Figure

Upon establishing the Base Figure, the City reviewed and assessed other know evidence potentially impacting the relative availability of DBEs within the market area, in accordance with prescribed narrow tailoring provisions as set forth under 49 CFR Part 26:45: Step 2, DBE Adjustment Guidelines.

Past DBE Goal Attainments

The City has no historical DBE participation, as this is the first DBE program to be administered upon becoming an FTA Direct Recipient in 2025. Therefore, no median could be established and the weighted base figure of 1.07% will be the DBE goal for the City.

The City will use a strictly race-neutral DBE program for the procurement of the on-demand public transit services. The City will re-evaluate its DBE program to determine whether contract goals are necessary to achieve the overall goal.

7.6 Public Participation

In accordance with Public Participation Regulatory Requirements of Title 49 CFR Part 26, minority, women, local business associations, and community organizations within the City's market area will be provided an opportunity to review the goal analysis and provide input.

A Public Notice will be posted on the City's website, as well as the local newspaper, announcing the Proposed FTA Overall DBE Goal-Setting Methodology for FFY 2025-FFY 2027 and will include:

- A statement that the methodology and proposed overall goal for DBE participation in the City's federally assisted contracts are available for public inspection for a period of 30 days from the date of publication.
- Notification that the City will accept public comments on the proposed goal and rationale for a period of 45 days from the date of publication.
- Instructions for the submission of comments.

The City's overall goal submission to FTA will include a summary of information and comments received during this public participation process and associated responses. The proposed overall goal may be adjusted as necessary.

In addition to the provision of public notice regarding the overall DBE goal, the City will undertake specific efforts to foster public participation and to consult with and to solicit input from a variety of constituent groups reasonably expected to possess information regarding the availability of disadvantaged and non-disadvantaged businesses, the impacts, and effects of discrimination on opportunities for DBEs, and the City's effort to promote fair competition for DBEs.

SECTION 8

FEDERAL CLAUSES FOR PROCUREMENT OF PROFESSIONAL SERVICES

The following clauses shall be incorporated into any contract which results from this RFP. These clauses are required by Federal regulations and are not subject to change or negotiations.

8.1 No Obligation by the Federal Government

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8.2 Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8.3 Access to Records

Where the Purchaser enters into a negotiated contract for other than a small purchase or under the

simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R.

19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

8.4 Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

8.5 Civil Rights

The Authority is an Equal Opportunity Employer. As such, the Authority agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Authority agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of Race, Color, Creed, Religion, Sex (including pregnancy), Mental/Physical Disability, Age (40 or over), National Origin, Genetic Information or any other basis prohibited by law. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Creed, Religion, Sex (including pregnancy), Mental/Physical Disability, Age (40 or over), National Origin, Genetic Information or any other basis prohibited by law - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, **the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.**

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, the Americans With Disabilities Act of 1990, as amended, 42 USC 12101 *et seq*, the Architectural Barriers Act of 1968, as amended, 42 USC 4151 *et seq*, and Federal Transit Law at 49 USC 5332, the Contractor agrees it will not discriminate against individuals on the basis of disability. IN addition, the contractor agrees to comply with any implementing requirements the FTA may issue.

The Contractor also agrees to include these requirements in each subcontract `d in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8.6 Disadvantaged Business Enterprise (DBE)

- 8.6.1 This Contract is subject to the requirements of 49 CFR Part 26. METRO's overall goal for DBE participation is available on its website. METRO has not set a separate DBE contract goal for this FTA federally assisted contract.
- 8.6.2 Contractor nor any of its third-party contactors or subcontractors shall not discriminate on the basis of race, color, national origin, or sex (including sexual orientation and gender identity) in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this FTA assisted Project. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contractor or such other remedy as Metro deems appropriate, which may include, but is not limited to: (a) Withholding progress payments; (b) Assessing sanctions; (c) Liquidated damages; and/or (d) Disqualifying Contractor or the third-party contractor from future bidding as non-responsible (49 C.F.R. § 26.13(b)).
- 8.6.3 Prompt Payment.

- 8.6.3.1. The Contractor is required to pay its DBE subcontractors performing Work related to this Contract and the Project for satisfactory performance of such Work no later than thirty (30) days after the Contractor's receipt of payment for that Work from Metro.
- 8.6.3.2. The Contractor may not hold retainage from its DBE subcontractors and must return any retainage payments to those DBE subcontractors within thirty (30) days after the DBE subcontractor's Work related to this Contract and the Project is satisfactorily completed or must return any retainage payments to such DBE subcontractors within thirty (30) days after incremental acceptance of the DBE subcontractor's Work by Metro and Contractor's receipt of the partial retainage payment related to the DBE subcontractor's work.
- 8.6.4. Good Faith Efforts. During the term of this Contract, the Contractor shall continue to make good faith efforts to ensure that DBE subcontractors have the maximum opportunity to successfully perform under this Contract and ensure that the Contractor meets its DBE participation goal commitment as set forth in its Project bid documents. Such efforts shall include, without limitation, the following:
 - 8.6.4.1. Substitution. If the DBE firm fails to complete its work for any reason, the Contractor shall make written request to Metro for substitution of the original DBE firm set forth in its bid. Upon receipt of METRO's written consent for substitution of the original DBE firm, the Contractor shall exert good faith efforts to replace the DBE firm.
 - 8.6.4.2. Termination. Contractor shall not terminate for convenience any DBE firm set forth in its Project bid documents, and then perform the DBE's Work itself or with its affiliates without prior written consent of Metro.
- 8.6.5. Any and all contracts Contractor executes with third-party contractor(s) or subcontractor(s) in the performance of this Contract must comply with the requirements of 49 C.F.R. 26.13(b) and must include the assurance in any and all contracts with such third-party contractor or subcontractor.

8.7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, March 18, 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of The Authorities requests, which would cause The Authority to be in violation of the FTA terms and conditions.

8.8. Government-Wide Debarment and Suspension

The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in federally funded contracts and are not presently declared by any Federal Department or agency to be: Debarred from participation in any federally assisted Award, Suspended from participation in any federally assisted Award, Proposed for debarment from participation in any federally assisted Award, Declared ineligible to participate in any federally assisted Award, Voluntarily excluded from participation in any federally assisted Award, or Disqualified from participation in any federally assisted Award.

The contractor certifies the following by submitting a bid or agreeing to these clauses; The certification in this clause is a material representation of fact relied upon by the Authority. If it is later determined by the Authority that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.9 Dispute / Continuing Performance

In the event of any dispute between Authority and Contractor with respect to the interpretation of this Contract, any required payment under or the performance required by this Contract, including any dispute which may result in a claim, (a "Dispute"), the aggrieved Party shall notify the other in writing of the Dispute then existing (the "Dispute Notice"). In order for a Party to proceed under this Section, the Dispute Notice must specifically state that the aggrieved Party is invoking the Dispute procedure of this Section. The Parties shall then make a good faith attempt to resolve the Dispute, first through direct discussions between their respective designated representatives. In the event the designated representatives are unable to reach agreement then upon the written request of either Party, each of the Parties will appoint a designated executive whose task it will be to meet for the purpose of endeavoring to resolve such dispute. The designated executives shall meet in Omaha Nebraska as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. Such executives will discuss the problem and/or negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto. No action for the resolution of such dispute outside of these procedures shall be taken by either Party until one of the designated executives concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other designated executive in writing either party in its sole discretion may invoke litigation, provided that failure to invoke litigation shall not be a waiver of any such Dispute except as otherwise provided in the Contract. During any mediation or litigation which arises out of a Dispute, all parties will continue to perform pursuant to the Contract, without prejudice to the express rights of Authority or Contractor set forth in this Section to terminate the Contract. In addition to the specific rights of termination and suspension as set forth, Authority and Contractor shall have also available the remedy of specific performance, which may be raised as a defense in any action commenced prior to the Parties' compliance with this Section.

8.10 Terminations

Upon written notice, the Contractor agrees that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided for the Project if the Recipient has violated the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, or if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project. The Contractor understands and agrees that any failure to make reasonable progress on the Project or any violation of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement that endangers substantial

performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be canceled. If, however, the Federal Government determines that the Contractor has willfully misused Federal assistance by failing to make adequate progress, by failing to make reasonable and appropriate use of Project property, or by failing to comply with the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, the Federal Government reserves the right to require the Contractor to refund the entire amount of Federal assistance provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project.

8.11 Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall execute and submit with their bid or offer, the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non- Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

8.12 Clean Air

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8.13 Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8.14 Transport of Property or Persons

Cargo Preference – property transported by ocean vessel

- a. Except as the Federal Government determines otherwise in writing, the Contractor agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

(1) Cargo Preference—Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, “Cargo Preference – U.S.- Flag Vessels,” 46 C.F.R. part 381.

8.15. Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

8.16 Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

8.17 Recycled Products (EPA Selected Items over \$10,000)

These requirements apply to contractors and sub-contractors at all tiers. The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds.

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

8.18 Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8.19 ADA Access

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project

8.20 Federal Participation

In the announcement of any third-party contract award for goods or services (including construction services), having an aggregate value of \$500,000 or more, The Authority will specify the amount of Federal assistance to be used in financing that acquisition of goods and services, and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

8.21 State and Local Law Disclaimer

All regulations listed in this document apply to the Third-Party Contractor in the same manner as they apply to The Authority. Offers will be received and reviewed, but no contract shall be awarded until all applicable Federal, State and Local Government regulations have been complied with.

8.22 New Employee Work Eligibility Status

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify

the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108

8.23 Veterans Preference

Contractors working on a capital project funded using FTA assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

8.24 Special Provision – Text Messaging While Driving

In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Grantee is encouraged to comply with the terms of the following Special Provision.

A. Definitions - As used in this Special Provision:

- 1) **Driving:** Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Driving does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- 2) **Text Messaging:** Means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

B. Safety - The Grantee is encouraged to:

- 1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-
 - a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;
 - b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

- c) Any vehicle, on or off duty, and using an employer supplied electronic device.
- 2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- 3) Include this Special Provision in its sub-agreements with its sub-recipients and third-party contracts and also encourage its sub-recipients, lessees, and third-party contractors to comply with the terms of this Special Provision, and include this Special Condition in each sub-agreement, lease, and third-party contract at each tier financed with Federal assistance provided by the Federal Government.

8.25 Prohibition on certain telecommunications, video surveillance or equipment.

Contractor is prohibited from obligating or expending grant funds to: (a) Procure or obtain, (b) Extend or renew a contract or procure or obtain; or (c) enter into a contract (to extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; (d) Contractor shall not provide covered telecommunications equipment or services in the performance of this Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment deemed to pose an unacceptable risk to the national security of the United States or the security and safety of United States persons, Section 1.50002 of the Federal Communication Commission's rules directs the Public Safety and Homeland Security Bureau to publish a list of covered telecommunications equipment and services (Covered List) maintained on the Commissions website: <https://www.fcc.gov/supplychain/coveredlist>; (e) Telecommunications or video surveillance services provided by such entities or using such equipment; and (f) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

8.26 Buy America

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic count.

A Contractor must submit to The Authority the Buy America Certification which has been included as part of this solicitation document. Offers that are not accompanied by a completed Buy America Certification, if applicable, must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

8.27 Conformance with National ITS

a. The Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

END OF SECTIONS 1-8

ATTACHMENT A
COST PROPOSAL FORM

Proposal of: _____ (Proposer Company Name)

Failure to complete this form may result in your Proposal being deemed non-responsive and rejected without any further evaluation.

OFFER TO: CITY OF NEW BRAUNFELS:

The Undersigned hereby offers and agrees to furnish the services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal (RFP). Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted (firm fixed percentage) below.

ADDENDA:

The undersigned hereby acknowledges receipt of the following addenda to the provisions and requirements of which addenda have been taken into consideration in the preparation of this proposal.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

OBLIGATION:

The undersigned, by submission of this offer, hereby agrees to be obligated, if the offer is accepted by the City of New Braunfels, to enter into a contract to provide the stated goods and/or services for the term as stated herein in accordance with the Scope of Work, Specifications, and Terms and Conditions, together with any written Addenda as specified above and any negotiated terms. If this offer is accepted and signed by the City of New Braunfels, this RFP document, together with any written Addenda and any negotiated terms shall be (collectively) the contract.

NON-COLLUSION:

The undersigned, by submission of this Proposal Form and other required forms, hereby declares that this proposal is made without collusion with any other business making any other proposal, or which otherwise would make a proposal.

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH RESPONSE

ATTACHMENT A
COST PROPOSAL FORM – SIGNATURE PAGE

PRICING DETAILS:

Responses shall include the Pricing Details outlined in Section 5.4. Failure to include the ATTACHMENT A in TAB 4 and/or provide pricing within the electronic bidding system shall be grounds for disqualification.

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

Include this page with your response to the Pricing Details in TAB 4.

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

_____ Company Name	_____ Date
_____ Signature of Person Authorized to Sign	_____ Title
_____ Printed Name	_____ E-Mail

THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH RESPONSE

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, Proposer's primary point of contact for City account is:

Name: _____

Title: _____

Office Location: _____

Mailing Address: _____

* Telephone Number: _____ Fax Number: _____

Email Address: _____

4. If awarded, Proposer 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

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 Proposers, 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;
 3. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other Proposer, 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 Proposer, 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 Proposer; 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. CONTRACTS WITH COMPANIES THAT BOYCOTT ENERGY COMPANIES:

Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

☐ Yes

☐ No

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

4. CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM INDUSTRY:

Contractor verifies that 1 it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or 2 the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

☐ Yes

☐ No

If Contractor is a company with 10 or more full time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274 it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

5. CERTIFICATE OF NONDISCRIMINATION OF EMPLOYMENT:

In connection with the performance of work under this contract, the contractor agrees as follows:

- A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor

and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions in this section.

- B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clauses and agree to abide by their requirements.

☐ Yes ☐ No

6. PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT OR SERVICES:

Contractor acknowledges: ☐ Yes ☐ No

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

7. DISCLOSURE OF PROPRIETARY INFORMATION

Contractor acknowledges: ☐ Yes ☐ No

- 7.1 All materials submitted to Owner become public property and are subject to the Texas Public Information Act, Government Code Chapter 552, upon receipt. If Proposer does not desire proprietary information in the Proposal to be disclosed, each page must be identified and marked "proprietary" at time of submittal.

Owner will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

- 7.2 This provision applies if the Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the Owner or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the Owner in a fiscal year of the Owner. Respondents and Contractor must (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the Owner for the duration of the Contract; (2) promptly provide to the Owner any contracting information related to the Contract that is in the custody or possession of the entity on request of the Owner; and (3) on completion of the Contract, either:

- provide at no cost to the Owner all contracting information related to the Contract that is in the custody or possession of the entity; or
 - preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the Owner.
- 7.3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Request for Proposals and Contract and the vendor agrees that the Contract can be terminated if the vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. 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**

See next page for acknowledgement

ACKNOWLEDGEMENT

THE STATE OF

COUNTY OF

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

Company's Name

Signature, Authorized Representative of Proposer

Title

THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH RESPONSE

ATTACHMENT C

EXCEPTIONS AND ALTERNATIVES FORM

Failure to complete this form may result in your Proposal being deemed non-responsive and rejected without any further evaluation.

Proposers are to comply with all requirements of this solicitation, otherwise the proposal may be deemed non-responsive. Exceptions may be considered if they are presented with the proposal and if the City determines that the exception does not materially alter the intent of this solicitation or that it exceeds the requirements of this solicitation.

☐ No Exceptions Taken

☐ Exceptions Taken – *See attached (Include in Tab 9)

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

In the event the Proposer takes exception to any language in this solicitation, they may set forth alternatives by presenting each exception separately by stating:

- a) The specific item or clause for which an exception is requested (citing the page and item number).
- b) The suggested change to the exception, inclusive of proposed new language if applicable.
- c) An explanation as to how the proposed change would benefit the City and/or why the exception is necessary.

Except as may be indicated above, Proposer is in complete agreement with this entire solicitation including any proposed terms, conditions and business arrangements described herein.

(Authorized Signature)

Date

(Title)

THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH RESPONSE

**ATTACHMENT D
BOND FORMS**

BID BOND

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF _____ §

That we, _____, as Principal herein, and _____, a corporation organized and existing under the laws of the State of _____, and who is authorized and admitted to issue surety bonds in the State of Texas, Surety herein, are held and firmly bound unto the **City of New Braunfels, Texas**, located in **Comal County, Texas**, Oblige here, in the sum of _____ Dollars (\$ _____) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Proposal, dated the _____ day of _____, 20____, which is hereto attached and made a part hereof for all purposes, for the **Microtransit services.**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, if the said Principal shall not withdraw said Proposal within the period specified therein after the opening of same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into written Contract with the Oblige in accordance with the Proposal as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, or in the event of the withdrawal of said Proposal within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Oblige the difference between the amount specified in said Proposal and the amount for which the Oblige may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be

void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20____.

The date of bond shall not be prior to date of Contract.

ATTEST:

(Principal) Secretary

(S E A L)

Witness as to Principal

ATTEST:

Secretary

(S E A L)

Witness as to Surety

PRINCIPAL

By: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____

SURETY

By: _____

Name: _____

Attorney in Fact

Address: _____

Telephone Number: _____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

PERFORMANCE BOND

THE STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF _____

§

That we, _____, as Principal herein, and [Surety], a corporation organized and existing under the laws of the State of [Surety's state of incorp] and who is authorized and admitted to issue surety bonds in the State of Texas, as surety, are held and firmly bound unto the City of New Braunfels, Texas, a municipal corporation with its principal location of 550 Landa St., New Braunfels, Texas, Comal County, Oblige here, in the sum of [printed amount of bond] Dollars (\$[numeric amount of bond]) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract with the Oblige dated the _ day of _____, 20____, herein referred to as "the Contract" and incorporated herein and made a part hereof for all purposes, for the following project: **Microtransit Services**.

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully perform the work in accordance with the plans, specifications, and other Contract Documents and shall fully indemnify and hold harmless the Oblige from all costs and damages which Oblige may suffer by reason of Principal's failure to perform the Work in conformity with the Contract Documents, and reimburse and repay Oblige for all outlay and expense that Oblige may incur in making good such default, then this obligation shall be void; otherwise, to remain in full force and effect. Whenever Contractor shall be declared by Oblige to be in default under the Contract, the Surety shall, upon request of Oblige and within seven (7) calendar days from receipt of Oblige's notice of Contractor's default, commence and thereafter complete performance of Contractor's obligations under the Contract. This Bond covers all contractual obligations of Contractor under the Contract, including, without limitation, the indemnity, warranty and guaranty obligations. The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of any of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and

any notices provided in such regard shall not create as to any party a duty related thereto. The penal limit of this bond shall automatically be increased by the amount of any change order,

supplemental agreement or amendment which increases the price of the Contract.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of such statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20____.

The date of bond shall not be prior to date of Contract.

ATTEST:

(Principal) Secretary

(S E A L)

Witness as to Principal

ATTEST:

Secretary

(S E A L)

Witness as to Surety

PRINCIPAL

By: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____

SURETY

By: _____

Name: _____

Attorney in Fact

Address: _____

Telephone Number: _____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

Approved as to Form:

City of New Braunfels
550 Landa St.
New Braunfels, Texas 78130

By: _____

Title: _____

Date:_____

PAYMENT BOND

THE STATE OF TEXAS

§
§
§

KNOW ALL BY THESE PRESENTS:

COUNTY OF _____

That we, _____, as Principal herein, and [Surety], a corporation organized and existing under the laws of the State of [Surety's state of incorp] and who is authorized and admitted to issue surety bonds in the State of Texas, as surety, are held and firmly bound unto the City of New Braunfels, Texas, a municipal corporation with its principal location of 550 Landa St., New Braunfels, Texas, Comal County, Obligee herein, in the sum of [printed amount of bond] Dollars (\$[numeric amount of bond]) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has entered into a certain written contract with the Obligee dated the _____ day of _____, 20____, which contract is hereby referred to herein as "the Contract" and is incorporated herein to the same extent as if copied at length, for the following project:

Microtransit services.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall directly or indirectly timely make payment to each and every claimant (as defined in Chapter 2253, Texas Government Code, as amended) supplying labor or materials in the prosecution of the work under the Contract, then this obligation shall be void; otherwise, to remain in full force and effect. *This obligation may be enforced by the Obligee in the event of bankruptcy or default by Principal in payments to suppliers of labor or materials in the prosecution of the work under the Contract, in either of which events the Surety shall make such payments as Principal has failed to pay and as may be required to complete the work under the contract.* The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in

accordance with the provisions of said statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20____.

The date of bond shall not be prior to date of Contract.

ATTEST:

(Principal) Secretary

(S E A L)

Witness as to Principal

ATTEST:

Secretary

(S E A L)

Witness as to Surety

PRINCIPAL

By: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____

SURETY

By: _____

Name: _____

Attorney in Fact

Address: _____

Telephone Number: _____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

Approved as to Form:

City of New Braunfels
550 Landa St.
New Braunfels, Texas 78130

By: _____

Title: _____

Date: _____

BID BOND DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH RESPONSE

ATTACHMENT E
RECEIPT OF FEDERAL CLAUSES

PROJECT: CITY OF NEW BRAUNFELS MICROTRANSIT PROGRAM

DATE: _____

COMPANY NAME: _____

I have reviewed the attached Federal Clauses for Procurement of Professional Services in conjunction with The City of New Braunfels Microtransit Program RFP 25-010 for which has provided qualifications for _____ consideration and
(Company Name)
hereby affirm that _____ shall conform to and
(Company Name)
abide conform to and abide by all aforementioned requirements as set forth and any amendments thereto.

Authorized Representative: _____

Title: _____

Company Name: _____

Date: _____

THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH RESPONSE

ATTACHMENT F– PART 1

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

Project: Microtransit Project
City: City of New Braunfels
County: Comal
CSJ No:

The following goal for disadvantaged business enterprises is established:

DBE 1.07%

Certification of DBE Goal Attainment

By signing the Bid, the Bidder certifies that the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substantiate the attempt to meet the goal.

Failure to provide commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of requirements of the proposal. As a result, the bid guarantee of the Bidder will be property of OWNER and the Bidder will be excluded for rebidding on the project when it is re-advertised.

CONTRACTOR

Company

Date

Authorized Signature

Printed Name of Signer

Title of Signer

Email

Phone Number

THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH RESPONSE

**ATTACHMENT F – PART 2
DISADVANTAGED BUSINESS ENTERPRISE(DBE)
PROPOSER’S LETTER OF INTENT**

FIRM – Prime Proposer	
EMAIL	

The undersigned intends to perform work in connection with the above project as a DBE in the following capacity (check one):

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Joint Venture |

Years in Business: _____ Number of Employees: _____

Annual Gross Receipts of your Firm: ☐ Under \$150,000 ☐ \$150,000 to \$300,000
☐ \$300,000 to \$500,000 ☐ \$500,001 and up

Special Status: ☐ DBE ☐ Small Business

The disadvantaged business status of the undersigned is confirmed by:

- A. On the reference list of Disadvantaged Business Enterprises dated _____, 2025____ or
B. On the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project (<i>specify in detail the work items or parts thereof to be performed</i>):
•
•

The foregoing work will not be sublet to a Non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of an agreement with the City of New Braunfels.

Company

Date

Authorized Signature

Printed Name of Signer

Title of Signer

THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH RESPONSE

ATTACHMENT F – PART 3

DBE Summary of Proposed Participation Goals - %

Use this section to calculate participation.

Include total dollar amount and percentage for each Subcontract.

DBE Goal for this Project: MICROTRANSIT PROJECT – CITY OF NEW BRAUNFELS

Goal – 1.7 %

Instructions:

1. Fill in all the blanks (use “none” or “N/A” where appropriate).
2. DBE Compliance Plan Summary shall be included as Tab 6 of Submittal.
3. Fill in names of Subcontracting Firms and indicate certification type for those firms certified as DBE.
4. Provide Amount of subcontract and Percent of DBE goal to the overall contract amount.
5. Provide a Total Amount of all contracts and total percent of DBE.
6. The “Total Bid” amount must be used in the DBE Compliance Plan Summary to determine subcontractor participation levels for the established DBE procurement goals.

List of Primary Subcontractors	Description of Work:	Certification Type:	Subcontract Amount	% Meeting DBE
1)				
2)				
3)				
4)				
Sub-total Contract Amount:				\$
Sub-total DBE %				%

Company Name: _____

Name and Title of Authorized Representative: _____

Signature: _____ Date: _____

THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH RESPONSE

ATTACHMENT G
CERTIFICATION AND RESTRICTIONS ON LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bidder or offer exceeding \$100,000).

The Bidder certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Note: Pursuant to 31 U.S.C. 135©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH RESPONSE

ATTACHMENT H

DEBARMENT AND SUSPENSION CERTIFICATION

49 CFR Part 29

PROJECT: RFP 25-010 – CONB MICROTRANSIT

Primary covered transactions must be completed by Bidder for contract value over \$25,000.

Choose one alternative:

☐ The Bidder, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this Bid or Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and 4. Have not within a three-year period preceding this Bid or Proposal had one or more public transactions (federal, state or local) terminated for cause or default. OR

☐ The Bidder is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.) The Bidder certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH RESPONSE

**ATTACHMENT I
BUY AMERICA ACKNOWLEDGEMENT**

Certification requirement for procurement of steel, iron, or manufactured products.
Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The Bidder agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

The Bidder must submit to Metro the appropriate Buy America certification below with its Bid. Bid that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. **In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.**

Certificate of Compliance with Buy America Requirements

The Proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.5

Date: _____
Signature: _____
Company: _____
Name: _____
Title: _____

Certificate of Non-Compliance with Buy America Requirements

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 CFR 661.5, but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2) as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____
Signature: _____
Company: _____
Name: _____
Title: _____

_____ Signature/Authorized Certifying Official	_____ Typed Name and Title
_____ Applicant/Organization	_____ Date Signed

THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH RESPONSE

ATTACHMENT J

CONFLICT OF INTEREST STATEMENT

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p>_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p>_____</p> <p>Signature of vendor doing business with the governmental entity</p> <p>_____</p> <p>Date</p>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH RESPONSE

ATTACHMENT L

DECLINE TO BID

Courtesy response of No-Bid is made by: _____
Name of vendor

We considered the following factors when reaching our decision:

1.
2.
3.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

EXHIBIT A INSURANCE RIDER

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

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

Submit a certificate of insurance reflecting the following coverages.

Type of Coverage:

Commercial General Liability Insurance including Personal Injury Liability, Independent Contractor's Liability, Contractual Liability, Product Liability, and Completed Operations Liability.

- Limits
- \$10,000,000 General Aggregate Limit
- \$5,000,000 Products/Completed Work Limit
- \$5,000,000 Each Occurrence Limit
- \$3,000,000 Fire Damage Limit (any one fire)
- \$50,000 Medical Payments Limit (any one person)
- Garage Keepers Liability (Optional)
- \$10,000,000 General Aggregate Limit
- \$5,000,000 Each Occurrence Limit
- Business Automobile Liability Insurance
- Combined Single Limit \$10,000,000 Each Occurrence Excess Liability, Umbrella Insurance Form Limits
- (BI and PD combined) - \$10,000,000 Each Occurrence Limit - \$5,000,000 General Aggregate Limit - \$5,000,000

Workers Compensation and Employer's Liability Limits

(required by law for companies with 50+ employees or political subdivision)

- \$1,000,000 each accident for bodily injury by accident.
- \$1,000,000 each employee for bodily injury by disease.
- \$500,000 policy limit for bodily injury by disease.

APPENDIX ONE

FEDERAL TRANSIT ADMINISTRATION GUIDELINES FOR CONTRACT PROVISIONS

<https://www.transit.dot.gov/regulations-and-programs/fta-circulars/urbanized-areas-formula-grant-programs-guidance>

FTA "urban clauses" refer to provisions within Title 49 of the U.S. Code (specifically Chapter 53) that govern the distribution of federal transit funding (formula grants) to urbanized areas, differentiating between those with populations of 200,000 or more and those with populations under 200,000.

The Urbanized Area Formula Funding program (49 U.S.C. 5307) makes federal resources available to governors and other recipients for transit capital and operating assistance and transportation-related planning in urbanized areas. An urbanized area is an area that has been defined and designated by the U.S. Department of Commerce, Bureau of the Census as an 'Urban Area' with a population of 50,000 or more.

END OF DOCUMENT