



## **The City has received pre-award authority from FTA**

### **Clarifying Questions and Answers**

1. We noticed that the recent addendum to the RFP indicates that all bond requirements have been removed. For clarity, could you please confirm whether this also means that the bond forms included in the original RFP package (such as bid bond, performance bond, or payment bond forms) do not need to be completed or submitted as part of our response?

Answer: The Bid forms: Bid Bond, Performance, Payment Bonds are not required as all bonding requirements have been removed from this solicitation. Bond forms do not need to be completed or submitted as part of your response.

2. With this MicroTransit RFP, are you looking for an outside company to “handle” all of your reservations as well as software? Or will New Braunfels be handling the reservations and just looking for software for scheduling?

Answer: The City is looking for a robust software which allows for the City to assist with scheduling, however, the transit district is currently an employee of one (1). Future needs will need to be assessed for the opportunity of gaining additional support.

3. Will the community be open to maintaining a fully free service to the passengers if we can provide examples on how the service will then be more effective as it relates to the cost-per-completed ride ratios?

Answer: The City will consider the full free service to passengers.

4. What is the target cost-per-completed-ride?

Answer: The target cost-per-completed ride is \$4 for general public, \$2 for disabled, veteran, etc.

5. What is the anticipated ridership?

Answer: 1300 completed trips per month

6. How many vehicles does the community anticipate will be needed to provide the On-Demand Transportation Services?

Answer: City is projecting 6 vehicles to be needed.

7. Is there a requirement on the number of vehicles that need to be ADA compliant, or can we provide a plan to maximize both accessibility and cost per ride?

Answer: Per the RFP specification, the City is wanting a greater number of ADA accessible vehicles to ensure no rides are denied.

8. Will the community be open to allowing pre-approved advertising on the vehicles to help lower overall operational costs?

Answer: The City is open to discussion for allowing pre-approved advertising on vehicles.

9. Are we able to share more than one price structure relative to changing variables the community may prefer?

Answer: Yes, submittal of more than one price structure is acceptable.

10. In regard to insurance and due to the fact that we are operating smaller vehicles with minimal passengers under 15 seats (much different than a bus), we believe the required amount is excessive. Will lower primary limits plus umbrella coverage be acceptable, and can self-insured retentions be used?

Answer: The City has adjusted the coverage limits and attached an updated insurance rider-Exhibit A

11. Are curb-to-curb trips acceptable, or does the City anticipate designated virtual or physical stops that we must geofence and sign?

Answer: Curb to curb trips are acceptable. No virtual or physical stops.

12. Will the City provide (or help secure) overnight parking, charging, or fueling facilities, or must the contractor arrange all storage and utilities?

Answer: Parking for the vehicles will be provided by the City.

13. For electric or alternative-fuel fleets, is the City willing to discuss cost-sharing on charging infrastructure?

Answer: At this time, the City does not have the capability for EVs.

14. Has the Agency received the pre-award authority from the Federal Transit Administration (FTA) to help fund this project?

Answer: The City has received notice of pre-award authority.

15. If FTA funding does not materialize or is less than anticipated, would the Agency scale back the project or cancel it?

16. Can the Agency share a list of Point of Interest/Locations/Ridership generating points for the micro transit service zones in an editable format?

Answer: This data is not available to the City for this proposal.

17. Does the Agency have an estimate of the expected ridership for this new system?

Answer: Refer to question 5 - 1300 completed trips per month

18. Can the Agency share the ridership data for the past year?

Answer: This data is not available to the City for this proposal.

19. Similarly, does the Agency have an estimate of the number of vehicles that will be required for this new system?

Answer: Refer to answer 6.

20. Does the Agency have preferred vehicle types – e.g., hybrid, EV, passenger capacity – for this new system?

Answer: At this time not EVs can be provided. The City does not have the capability for EVs.

21. Is there any page limit for this proposal? If yes, could you please specify which sections are included and which are excluded from the page count?

Answer: There are no page limits for the proposal responses.

22. Will the Agency accept electronic signatures on the forms and cover letter?

Answer: Yes, the City will accept electronic signatures on the forms and cover letter.

23. Is there a DBE requirement/goal for this project?

Answer: Refer to DBE Requirements in Section 7 and supporting forms: Attachment F Part 1, 2, and 3 in the posted solicitation.

24. Can the Agency reduce the 5% Bid guarantee to 1% or 2%?

Answer: Refer to Addendum 1. All bond requirements for Bid bonds, Performance and Payment bonds have been removed.

25. In order to allow bidders to prepare a more detailed and informed response, can the Agency please extend the submission deadline for the proposals?

Answer: The deadline for proposal responses is not changed and will remain June 13, 2025 at 3:00 pm CST.

26. Are vendors allowed to provide electric vehicles for this project? If yes, what is the percentage of EVs required?

Answer: At this time not EVs can be provided. The City does not have the capability for EVs.

27. How many vehicles were operational and of what kind, along with details of their capacity and type?

Answer: We are anticipating starting with 6 vehicles, preferably vans, able to seat multiple riders and ADA compatible.

28. What were the issues the Agency was facing with the incumbent provider, if any?

Answer: There is no incumbent. This is a new program.

29. Can the City please furnish a Shapefile (KML/KMZ) of the zone boundaries?

Answer: The boundary map is located on the City's website for "Ride the Rio!" <https://www.newbraunfels.gov/3923/Ride-the-Rio---New-Braunfels-Transit>

30. What is the desired fare structure for this project?

Answer: The target cost-per-completed ride is \$4 for general public, \$2 for disabled, veteran, etc.

31. Will the provider be responsible or required to provide NEMT service?

Answer: No, the City handles this services.

32. Will ART continue to provide urban trips once the Microtransit service begins?

Answer: Yes, ART will continue to operate outside our Microtransit zone. They will have the ability to drop off in our microtransit zone and to deliver outside our zone.

33. RFP, pg. 1: Please confirm that a hard copy is not required if bidders submit electronically.

Answer: A hard copy is not required when submitting electronically.

34. ATTACHMENT D BOND FORMS, pg. 53: Please confirm if bid bonds and performance bonds are both required, or if there is just the bid guarantee of 5%?

Answer: Per Addendum 1 – The requirement for bonds (bid, performance and payment bonds) has been removed.

35. Question submission: Would the City allow for follow up questions after the responses to the initial questions are answered?

Answer: The City will not be accepting questions after the close of the question period, May 13, 2025, 5pm

36. Will the City consider a fixed monthly and variable revenue hour rate for service increases or decreases?

Answer: The City will consider a fixed monthly and variable revenue hour rate of services increases or decreases. This would be a negotiable item.

37. **Logo:** Does the Agency/Authority/District approve of using their logo in the bid response?

Answer: The use of the City's logo for a bid response is acceptable.

38. Pricing: Please provide all proposers with the desired pricing sheet for these services so that all bidders may propose their costs in the same manner. Please provide this information electronically.

Answer: The City has included a cost proposal form with the pricing criteria to assist proposers.

39. Fare Collection: Please describe the desired fare procedures to include reporting, collection, and accounting.

Answer: Fare collection can be handled by the applicant, calls to dispatch, or online application.

40. *Page 6, 3.5 Submission of Proposal, (f):* There are two references to Tab 5. Should respondents include both Attachment B and Proposers Qualifications, Resources, and Experience in the same tab? Please clarify.

Answer: Attachment B "COMPANY INFORMATION AND CERTIFICATIONS" is changed to TAB 4.

TAB 5 will stay as "Proposer's Qualifications, Resources, and Experience"

41. *Page 6, 3.5 Submission of Proposals, (f):* Attachment A - Cost Proposal Form is requested in both Tab 2 and Tab 4. Please clarify which tab Attachment A - Cost Proposal Form should be included in. Please also clarify what should be included in the remaining tab.

Answer: TABS are modified and realigned, refer to the updated TAB outline below. Attachment A – Cost Proposal Form is now TAB 3.

Also, Section 5.4 is changed to represent TAB 3. Page 23 Section 5.4 Cost Proposal - TAB 2 3

42. *Page 10, 4.1 Introduction:* This section states, "The contract is anticipated to be for three (3) years with an option to renew it for two additional one-year periods." However, 6.1 *Contract Term* on page 27 indicates the base term is four (4) years, stating the contract, "shall remain in effect through September 30, 2029 with the option to renew for two (2) additional terms of one (1) year each." Please clarify the contract term.

Answer: The contract will have a three (3) year term with two (2) additional one-year options to renew. Section 6.1, page 27 is incorrect.

43. *Page 11, 4.2 Service Overview:* Please confirm the anticipated hours of operation.

1. Answer: The hours of operation are: 7:00am – 8:00pm Sunday - Saturday

44. *Page 11, 4.2 Service Overview:* This section states proposers will need to scale the number of vehicles based on demand:

- a. How many vehicles should proposers plan on acquiring for this service at time of implementation?

Answer: The City is requesting at least 6 vehicles to start the service

- b. How many vehicles does the City anticipate proposers needing post-implementation?

Answer: The City does not have a projections and will need to evaluate the need based on the actual demand.

45. *Page 13, 4.3 Detailed Scope of Work & Deliverables:* Please clarify what branding is required for vehicles.

Answer: Use of contractor logo and/or name will be determined during contract negotiations

46. *Page 16, 4.3, C. Software, Hardware & Equipment:* This section states, "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." Is it the intent of the City to procure its own routing, scheduling, and dispatch (RSD) software during the term of the agreement?

Answer: This is a turnkey Proposal. The City is expecting the proposer to have the technology need to support the program.

47. *Page 16, 4.3, A. Vehicle Acquisition & Operations:* Please confirm that a brand-new vehicle, even if it is not the most recent model year, will still be considered "new" and acceptable for use in this service.

- a. Additionally, is the five-year age limit based on the model year, or the year the vehicle is registered?

Answer: The City will accept brand-new vehicles up to 5 year old.

48. *Page 17, 4.3, D. Human Resources, 1. Vehicle Operators:*

- a. Will the City provide hiring requirements for operators specific to MVRs and Criminal Background Checks?

Answer: All drivers will have criminal background checks.

- b. Will the City require annual MVRs and Criminal Background checks for Operators and/or all staff?

Answer: Yes, the City will require annual MVRs and Criminal Background checks for Operators and/or all staff?

49. *Page 20, 4.3, G:* Please clarify the role the Contractor will be expected to have and what costs Contractor could expect to incur? Or is it just the responsibility of the Contractor to distribute marketing material provided by the City?

Answer: Marketing will be handled primarily by the City with the assistance of the Contractor.

50. *Page 28, 7.2 Results Summary:* This section states the DBE goal is 1.07% for the FY 2025-2027, however Attachment F – Part 3 lists the DBE goal for this project to be 1.7%. Please confirm the DBE goal is 1.07% for this project.

Answer: The DBE goal is 1.07%. An updated Attachment F is provided.

51. *Page 51, Attachment C - Exceptions and Alternatives Form:* The "Exceptions Taken" box on this form notes that it should be included in Tab 9. However, per 3.5 *Submission of Proposals*, (f) on



page 6, Attachment C is requested in Tab 10. Please clarify whether Attachment C - Exceptions and Alternatives Form should be included in Tab 9 or Tab 10.

Answer: Attachment C shall be included in Tab 10. An updated Attachment is included.

52. Page 63, Attachment F - Part 3: Instructions Item #2 states that the DBE Compliance Plan Summary shall be included as Tab 6. However, per *3.5 Submission of Proposals, (f)* on page 6, DBE forms are to be included in Tab 9. Please confirm respondents should follow the outline on page 6 and should include DBE forms in Tab 9.

Answer: Provide the DBE Compliance plan in TAB 6 as part of the Transportation Service Approach. The BE Attachments F shall be included in TAB 9

53. *Page 71, Exhibit A, Insurance Rider:* The Fire Damage Limit and Medical Payment limits seem higher than standard. Can the City confirm these limits and clarify whether there is flexibility in the minimums for these two? Specifically, would you except \$300,000 for fire damage and \$5,000 for medical payments, which is more typical in the industry?

Answer: Refer to question 10. The City has adjusted the coverage limits and attached an updated insurance rider-Exhibit A

54. *Addendum 1, Microtransit Questions and Answers, #6:* Will the City be able to house more than six vehicles for this service if it is determined that more vehicles are needed to meet the demand?

Answer: Yes, The City can house the needed vehicles.

55. *Addendum 1 Microtransit Questions and Answers, #3:* Per the answers to questions provided in Addendum 1, all bond requirements have been removed. Since the Bid Bond is no longer required, please clarify what respondents should now include in Tab 8.

Answer: Tab 8 will be blank

56. *General:* To ensure the success of this new program and enhance the user experience, would the City consider establishing a minimum driver wage so that all bidders can bid according to a standardized wage assumption to minimize any potential turnover?

Answer: Drivers will be hired by the Contractor.

57. *General:* Will future fixed route implementation be incorporated into this contract? Will costs associated with incorporating these be open to negotiation at a later time?

Answer: A review of Fixed Route services will be conducted after services have been in operation for greater than a year.

58. *General:* Will the City provide offices for management, dispatch/call center functions, driver training, etc.?

Answer: Yes, the City will provide offices for management, dispatch/call center functions, etc.

#### **MODIFICATIONS TO TERMS:**

The contract term in Section 6.1, page 27 is hereby modified to a three (3) year term with two (2) additional one-year options to renew.

DBE Goal for this project is 1.07%. Attachment F is correct to represent 1.07%. An updated Attachment F is provided.

#### **UPDATED TABS:**

- **TAB 1 - Solicitation and Offer Form:** Complete and sign form located on Page 1.
- ~~**TAB 2 - Attachment A – Cost Proposal Form**~~
- **TAB 2 - 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 3 –Cost Proposal Form and acknowledgement of Addendums (Attachment A)**
- **TAB 5 4 ATTACHMENT B – COMPANY INFORMATION AND CERTIFICATIONS FORM**
- **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 – This TAB is blank – all Bond requirements are removed**
- **Tab 9 - Additional Supporting Documentation** – read and acknowledge the following:
  - ATTACHMENT D –~~Bond Forms - removed~~
  - ATTACHMENT E – ~~Receipt of Federal Clauses~~
  - ATTACHMENT F – Disadvantaged Business Enterprise (DBE) – ~~Parts 1, 2 and 3~~
  - ATTACHMENT G – Certification and Restrictions on Lobbying
  - ATTACHMENT H – Debarment and Suspension Certification
  - ATTACHMENT I – ~~Buy America Acknowledgement~~
  - 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
  - ~~ATTACHMENT L – Decline to Bid Form~~

- PROOF ON INSURABILITY - Required from the prime Proposer. Refer to Exhibit A – INSURANCE RIDER for required limits.  
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.

**UPDATED ATTACHMENTS: All Attachments are attached to this Addendum with updated to the following:**

- Attachment C – Exceptions and Alternatives Form, reference to include in **TAB 10**
- Attachment D – **Bond forms are removed.**
- Attachment E – Receipt of Federal Clauses, referenced in **TAB 9**
- Attachment F – Part 3 is changed to represent Goal – **1.07%**
- **Attachment I – Buy America**
- **Attachment L – Decline to Bid Form**
- Exhibit A – Insurance Rider – **adjusted limits**

## 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 3** 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:**

**Federal Funding:** 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:

- **Cost-Plus Subcontract:** The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost-basis.

**Include this page with your response to the Pricing Details in Section 5.4**

Costing Data:

- Detailed cost proposal. The cost proposal and pricing schedule should account for 3 years of turn-key Microtransit service and the cost for 2 annual extensions for up to 5 years, as well as consideration for the cost of a software-as-a- service model in subsequent years. Costs submitted on the pricing schedule should account for all costs associated with full delivery of the scope of service.
- Cost per hour of revenue service with an annual firm fixed fee.
- The cost to the City required to secure Contractor'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 to support your costing.
  - Proposal should include the price as follows:
    - Start up and mobilization cost, if any.
    - Cost for turnkey microtransit operations inclusive of:
      - ☐ Personnel
      - ☐ Vehicles and vehicle maintenance
      - ☐ Fuel and other materials
      - ☐ Management and oversight
      - ☐ Marketing, promotion and communications
      - ☐ Liability, insurance, permits and licenses
      - ☐ Technical support (customer and driver)

**City of New Braunfels**  
**RFP 25-010 - MICROTRANSIT SERVICES**  
**Addendum 2**  
**Updated Attachments**

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- ☐ Dashboard reporting and any related software applications, mobile apps and systems
- Cost of software as a service inclusive of:
    - Technical support (customer and driver)
    - Dashboard reporting and any related software applications, mobile apps 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.
- **Other Factors:**
  - The Contractor shall include phase-in assumptions for the first year and phase-out assumptions for the final year of the contract.
  - The City may request additional or clarifying information from the proposer at any time. A cost/price analysis and evaluation and/or audit may be performed of the cost bid or proposal to determine a fair and reasonable price. All responses from Contractor shall be in writing.
  - Sales taxes shall not be included in the price for any Bid or Proposal.
  - The City reserves the right to negotiate for any cost factors to support a successful contract for the City.

Description of Service	Year 1	Year 2	Year 3	Year 4 (Option)	Year 5 (Option)	Total
Cost per service hour						
Cost of software as a service						
<b>Additional Charges – Only fill out if applicable</b>						
Description	Year 1	Year 2	Year 3	Year 4 (Option)	Year 5 (Option)	Total

**See next page for signature authorization**

**City of New Braunfels  
RFP 25-010 - MICROTRANSIT SERVICES  
Addendum 2  
Updated Attachments**

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**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 10**)

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

---

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

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

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

---

(Authorized Signature)

Date

---

(Title)

**THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH RESPONSE**

**ATTACHMENT D  
BOND FORMS**

**Are Removed**

**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 – 1.07%

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 – 1.07 %**

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)				
<b>Sub-total Contract Amount:</b>				\$
<b>Sub-total DBE %</b>				%

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**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>		
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <div style="border: 1px solid black; height: 30px; margin-top: 5px; text-align: center; font-size: small;">Name of Officer</div>		
<p><b>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.</b></p> <div style="margin-top: 20px;"> <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> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes             <input type="checkbox"/> No           </div> <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> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes             <input type="checkbox"/> No           </div> </div>		
<p><b>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.</b></p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>		
<p><b>6</b> <input type="checkbox"/> <b>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).</b></p>		
<p><b>7</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; border-bottom: 1px solid black; font-size: small;">Signature of vendor doing business with the governmental entity</div> <div style="width: 45%; border-bottom: 1px solid black; font-size: small;">Date</div> </div>		



**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 K  
1295 FORM**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.		<div style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5;">             Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a> </div>	
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
<b>4</b>			
<b>Name of Interested Party</b>	<b>City, State, Country (place of business)</b>	<b>Nature of Interest (check applicable)</b>	
		<b>Controlling</b>	<b>Intermediary</b>
<b>5</b> Check only if there is NO Interested Party. <span style="float: right;"><input type="checkbox"/></span>			
<b>6 UNSWORN DECLARATION</b>			
My name is _____, and my date of birth is _____.			
My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right;">             (month) (year)           </div>			
_____ Signature of authorized agent of contracting business entity (Declarant)			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

**ATTACHMENT L**  
**DECLINE TO BID**

**Curtesy response of No-Bid is made by:** \_\_\_\_\_  
Name of vendor

**We considered the following factors when reaching our decision:**

<b>1.</b>
<b>2.</b>
<b>3.</b>

\_\_\_\_\_  
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.
- E. The City shall be indemnified from any acts of the vendor resulting in a legal claim for damages and require riders to waive any claim against the City resulting from their use of these services.

**Submit a certificate of insurance reflecting the following coverages.**

**Vendors - Services**

**Commercial General Liability**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$500,000
Personal/Advertising Injury	\$500,000
Damage to Premises Rented to You (Any one Fire)	\$100,000
Medical Payments (Any One Person)	\$25,000
Garage Keepers (Optional)	

**Umbrella Liability**

Each Occurrence	\$1,000,000
General Aggregate	\$5,000,000
Products/Completed Operations Aggregate	\$1,000,000

**Commercial Automobile Liability \*\***

*All owned, non-owned, rented, hired and leased autos must be included. Coverage for "Any Auto" is recommended. **Minimum limit for BI/PD for Bus Charters is \$5,000,000, all others \$1,000,000.***

Bodily Injury/Property Damage	\$1,000,000
(Combined Single Limit, Each Incident)	\$5,000

Personal Injury Protection (PIP)

**Workers' Compensation/Employers Liability**

Workers' Compensation (*required by law for companies with 50+ employees or political subdivision*)

Statutory

**Employers Liability**

Each Accident	\$1,000,000
Policy Limit by Disease	\$1,000,000
Each Employee by Disease	\$1,000,000

**Professional Liability**

*Required whenever service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's error in judgment, in planning, design, etc. could result in economic loss to The City. The City may require provider or consultant to provide proof of coverage for up to three (3) years after the completion of a project.*

Each Occurrence/Incident/Claim	\$1,000,000
Aggregate	\$2,000,000

## 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**