SOLICITATION AND OFFER

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

Solicitation Number: IFB xx-xxx VEHICLE PARTS AND REPAIR SERVICES	❑ Invitation for Bid Competitive (IFB)	**Issued:** **October 2, 2026**

SOLICITATION

Questions may be submitted until **5:00 P.M. (CST), October 22, 2016**

Proposal submittals must be submitted online via Beacon

Proposals will be received online until: **3:00 P.M. (CST), November 10, 2026.** There will be no public bid opening. Late submissions will NOT be accepted.

For information regarding this solicitation, contact:	Purchasing Representative: Julie Gohlke Asst Purchasing Manager	E-mail jgohlke@newbraunfels.gov

Proposal Bond Required: **NO**
100% Payment Bond Required: **NO**
100% Performance Bond Required: **NO**

OFFER

(This portion must be fully completed by Proposer.)

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

CONTRACT AWARD WILL INCLUDE ALL ASSOCIATED SOLICITATION DOCUMENTS, ATTACHMENTS, AND ADDENDA. SIGNATURE IS MANDATORY

Company Name, Address of Proposer:	Name and Title of Person Authorized to Sign Offer: _____ E-Mail Address: _____ Phone Number: _____ Fax Number: _____
Signature:	**Date:**
Specify Name, Address, E-mail Address, and Telephone Number of Person authorized to conduct negotiations on behalf of Proposer, if different than listed above.	

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Revised 7/2021

SECTION 3 – STANDARD TERMS AND CONDITONS

Following are the standard terms and conditions that apply to contracts entered into with the City of New Braunfels, unless otherwise noted on a Purchase Order or within the Terms and Conditions section of a Contract.

1. ACCEPTANCE
These General Terms and Conditions ("Terms and Conditions") govern all orders issued by the City to the Vendor identified on the order. Fulfillment of any part of an order, or any other conduct by Vendor which recognizes the existence of an agreement pertaining to the subject matter of such order, shall constitute acceptance by Vendor of such order and all of the Terms and Conditions. The Terms and Conditions constitute the complete and exclusive statement of the terms and conditions between Vendor and the City. No revisions to this order or to the Terms and Conditions shall be valid unless made in writing and signed by an authorized representative of the City. The City accepts liability only for purchases of goods and services made through the Purchasing Department and evidenced by a purchase order.

2. CONTRACTOR TO PACKAGE GOODS
The Contractor will package goods according to good commercial practice. Each shipping container will be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order; (c) Container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) the number of the container bearing the packing slip. The Contractor will bear cost of packaging unless otherwise provided. Goods will be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists.

3. FUNDING
Vendor recognizes that the continuation of any purchase order during and or after the close of any given fiscal year of the City of New Braunfels, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City providing for or covering such purchase order item as an expenditure therein. The City does not represent that said budget item will actually be adopted, or remain as adopted, as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the purchase order term, the purchase order will terminate and become null and void.

4. NON-APPROPRIATION: The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

5. SHIPMENT UNDER RESERVATION PROHIBITED
The Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

6. TITLE & RISK OF LOSS
The title and risk of loss of the goods will not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery.

7. DELIVERY TERMS AND TRANSPORTATION CHARGES
F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid; the City agrees to reimburse the Contractor for transportation costs in the amount specified in the Contractor's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided the City will have the right to designate what method of transportation will be used to ship the goods.

8. NO REPLACEMENT OF DEFECTIVE PRODUCT
Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and the Contractor will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Contractor may reasonably notify the City of his intention to cure and may then make a conforming tender within the contract time but not afterward.

9. PLACE OF DELIVERY
The place of delivery will be that set forth in the solicitation or the purchase order. The terms of this contract are "no arrival, no sale."

10. PAYMENT/INVOICE REQUIREMENTS
(a) PAYMENTS will be made by check or warrant by City upon satisfactory delivery of services and submission and acceptance of Contractor's INVOICE to the address or email address below, or as indicated on Purchase Order or as specified in contract.

ACCOUNTS PAYABLE
550 LANDA STREET
NEW BRAUNFELS, TEXAS 78130
Phone Number: (830) 221-4380

1. All payment terms will be "Net 30 Days" unless otherwise specified in the solicitation.
2. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
3. Do not include federal taxes or State of Texas limited sales excise and use taxes in Proposal prices since CITY is exempt from payment of these taxes.
4. The City may withhold or set off the entire payment or part of any payment otherwise due the Vendor to such extent as may be necessary on account of:
   a. Reasonable evidence that the Vendor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.
   b. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

(b) INVOICES. Payment terms will be "Net 30 Days" with properly document invoices and upon satisfactory delivery of goods and services, unless otherwise specified in the contract. The City does not agree to the payment of late charges or finance charges assessed by the vendor for any reason.

Invoices must be submitted by the vendor to the City of New Braunfels

Vendor must provide adequate detail on invoice for the City to review and approve. The City reserves the right to request and receive additional detail when needed. The following data shall accompany monthly invoices:

1. Date(s) of Service and Locations Serviced
2. Purchase Order Number and Contract Number
3. Any other data sharing as required by the Agreement.

(c) ASSIGN PAYMENT In a contract award exceeding Five Thousand Dollars ($5000.00), you may assign payment to a bank, trust company or other financing institution, including any Federal lending agency by prior written approval and authorization through the City Finance Department. Payment by City can be made only to one party. Assignments that do not conform to these terms will not be recognized.

(d) NOVATION/NAME CHANGE If you change your name or ownership (NOVATION), notify the City's Purchasing Representative immediately. The change must be approved by the City Manager before any change can be recognized in the contract.

11. GRATUITIES
The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of New Braunfels with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

12. SPECIAL TOOLS AND TEST EQUIPMENT
If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Contractor as such.

13. WARRANTY-PRICE
a. The price to be paid by the City will be that contained in the Contractor's offer which the Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

b. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

14. WARRANTY OF PRODUCTS AND SERVICES
All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in purchase order, to the satisfaction of City and in accordance with the specifications, terms and conditions outlined herein, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

15. SAFETY WARRANTY
Contractor warrants that the product sold to the City will conform to the standards promulgated by the US Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the City may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the City will be at the Contractor's expense.

16. NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS

As part of this contract for sale Contractor agrees to ascertain whether goods manufactured according to the specifications attached to this contract will cause the rightful claim of any third person by way of infringement or the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will the City be liable to the Contractor for indemnification if Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of this contract. If the City does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will save the City harmless (if the Contractor in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void except that the City will pay the Contractor the reasonable cost of his search as to infringements).

17. RIGHT OF INSPECTION

Goods purchased are subject to inspection by Buyer. Buyer reserves the right to reject or refuse acceptance of goods which are not in accordance with Buyer's instructions, specifications, drawings and date, or Contractor's warranties (expressed or implied). Goods not accepted will be returned to Contractor at Contractor's risk and expense. Payment for any goods shall not be deemed an acceptance thereof and shall be refunded to the Buyer in the event Contractor cannot fulfill an acceptable order.

18. CANCELLATION Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Contractor breaches any of the terms hereof including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

19. TERMINATION CLAUSES

(a) TERMINATION FOR DEFAULT

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

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

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

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

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

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

20. DISPUTE RESOLUTION

Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees, that prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this order (a "Claim"), the parties will first attempt to resolve the Claim by following the steps within this code.

a. If a dispute or claim arises under an Agreement, the parties agree to resolve the dispute or claim by appropriate internal means.

21. ADDITIONAL REMEDIES

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the UNIFORM COMMERCIAL CODE including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

22. FORCE MAJEURE

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

23. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City Manager. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

24. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

25. MODIFICATIONS

This order can be modified or rescinded only in writing signed by both parties or their duly authorized agents.

26. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of New Braunfels.

27. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government. 16. AVAILABILITY OF FUNDS The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

28. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made, and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

29. VENUE

Both parties agree that venue for any litigation arising from this contract will lie in Comal County, Texas.

30. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position.

Any violation of this section with the knowledge expressed or implied, of the person or corporation contracting with the City shall render the contract involved voidable by the City Council.

31. NO CITY OFFICER, EMPLOYEE OR ELECTED OFFICIAL WILL BENEFIT from this contract. They may not hold a share or interest in its proceeds. If the award is to a corporation, however, the provision does not apply to minority stockholders of publicly traded corporations.

32. INDEMNIFICATION

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT,
even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any

law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

33. RIGHT TO AUDIT

The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

34. INDEPENDENT CONTRACTOR/CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor, and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

35. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

36. INSURANCE AND LIABILITY (Increments may change depending on the size of the contract/project)

When performing work on property in the care, custody or control of the City, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the City deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the City. Upon request by the Buyer, the Contractor may be required to have the City shown as an "additional insured" on selected policies.

37. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Contractor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City in the performance of this Contract, including, but not limited to, the American with Disabilities Act, the

Occupational Safety and Health Act, or any environmental laws. The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

38. 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.

39. INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK)

Other governmental entities may be extended the opportunity to purchase from the City's Agreements, with the consent and agreement of the awarded vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

40. COMPLIANCE WITH GOVERNMENT CODE TITLE 10 SUBTITLE F CHAPTER 2252

Pursuant to subtitle F, Chapter 2252, TEXAS GOVERNMENT CODE, vendors shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of New Braunfels.

41. COMPLIANCE WITH GOVERNMENT CODE TITLE 10 SUBTITLE F CHAPTER 2270

Pursuant to subtitle F, Chapter 2270, TEXAS GOVERNMENT CODE, vendor shall not boycott Israel at any time while providing products or services to the City of New Braunfels.

SECTION 4
INSTRUCTIONS FOR RESPONSE

4.1 SUBMISSION OF PROPOSALS

ELECTRONIC SUBMISSION: The City of New Braunfels utilizes Beacon as its e-procurement site. For this Request for Proposal, electronic bid submission is the preferred option available to Proposers via the website: https://www.newbraunfels.gov/531/Purchasing

Proposers must register in order to prepare and submit your electronic submission.

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

Questions relating to definitions, interpretations, and/or requests for clarification must be in writing via the Beacon Q&A Portal.

HARD COPY SUBMISSION: Deliver your Proposal, or changes to your Proposal, in SEALED ENVELOPES OR PACKAGES identified on outside as a Request for Proposal to Owner, with Respondent's name and address, and solicitation name. Failure to submit Proposal in this manner may subject Respondent to disqualification.

Proposal may be delivered in person to the New Braunfels City Hall, or by Express Mail or delivery service to:

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

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

"**VEHICLE PARTS AND REPAIR SERVICES**

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

There will be NO public bid opening.

The Proposal shall contain evidence of Proposer's authority and qualification to do business in the State where the Project is located, or Proposer shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Proposal. Proposer's State Contractor License number, if any, shall also be shown on the Attachment A – Proposal Form.

(a) An authorized official of the firm must print or type their name and **SIGN THE PROPOSAL**.

(b) Proposals may not be withdrawn after the time set for the closing, unless approved by the City.

(c) Your offer or a modification to your offer is LATE if received after the time set for Proposal opening and will not be considered.

(d) If you need clarification or have any question as to the true meaning of specifications or any other document in the solicitation, your concerns must be submitted in writing to the City's Purchasing Representative, via email only, on or before seven (7) calendar days prior to scheduled opening of Proposals. Late requests will not be honored. Timely requests will be interpreted or otherwise clarified by issuance of an addendum to the solicitation distributed to all sources that received a set of the solicitation. No other interpretations or clarifications will be provided prior to award.

(e) Prompt payment discounts WILL NOT BE CONSIDERED in determining low Proposal and making award. Prompt Payment Discounts offered by Proposer, and earned by the City, will be taken. When computing the DISCOUNT PERIOD for payments, time will begin upon satisfactory delivery of goods and/or submission of acceptable invoice, whichever is later. Partial payments will not be made unless specifically requested and approved by City prior to award of contract.

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

A firm wishing to be considered for a contract is requested to submit on the firm's letterhead, a statement which provides information on the following points, numbered and headed as indicated. The statements that follow request information that the Evaluation Committee will use to evaluate the CSP. Should you opt not to follow the suggested outline, it may result in the CSP being considered non-responsive and therefore not considered in the selection process.

To achieve a uniform review process and to obtain a maximum degree of comparability, the City of New Braunfels requires that Proposals be submitted with **one (1) original master (marked 'original'), and one signed USB electronic copy of all documents listed below. If submitting an electronic bid through BEACON, 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 Acknowledgment of any Addendum issued on this solicitation**, if applicable.
- **TAB 3 Cover Letter -** Name and address of the Respondent, as well as a brief description of the company and its history, and how this makes the Proposer qualified for this proposal.
- **TAB 4 ATTACHMENT A – PROPOSAL FORM AND PROPOSED CONTRACT PRICING** Complete Attachment A – Proposal Form and include your price list for all offered services outlined in your Proposal response.

- **TAB 5** **Qualifications and Experience of Company, Demonstrated Experience and Expertise in Contracts/Projects of Similar Scope, Recommended Approach to Management of City's Contract**, include relevant qualifications, experience, project approach, quality control methods, etc. Also include **ATTACHMENT B–COMPANY INFORMATION; and ATTACHMENT C – RESPONDENT CERTIFICATIONS** to your proposal to support Qualification and Experience of Company criteria. **Failure to submit Attachments B and C will deem your proposal non-responsive.**

- **TAB 6** **Other Support:**
  a. **Conflict of Interest Questionnaire** (per Section 5.9) Must be filed 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).
  b. **Certificate of Interested Parties - Form 1295** (Refer to Section 5.10) This form will be requested from **awarded** Proposer.
  c. **Company and/or Employee Licenses**, as applicable, to perform the requested services of this solicitation.
  d. **Certificate of Insurance** (Refer to Section 5.6) Actual finalized proof of insurance coverage will only be required of the selected Proposer. Proposers can send their certificate of insurance "for information purposes only" with their Proposal.

- **TAB 7** **Deviations from Request for Proposal:**
  Proposer is to indicate any deviations being offered in lieu of specified language referenced in the solicitation. Each deviation should be clearly identified as listed within the CSP for cross reference purposes. The terms may be negotiated as part of the negotiation process with the exception of contract provisions that are non- negotiable. Final approval and acceptance of deviations will be at the discretion of the City.

- **SAMPLES WITH PROPOSAL**: Proposers shall provide one (1) sample of bound FIVE (5) green waste bags (artwork is not required on sample) as requested through this solicitation with their bid Submittal. Failure to provide may impact Proposer's evaluation score.

Hardcopies of your SAMPLES are to be mailed or delivered to: :

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

All Samples must be sealed and labeled as: "SAMPLES - CSP xxxxxx Green Waste Collection Bags for the City of New Braunfels, TX.

4.2 PROPOSED SOLICITATION SCHEDULE

DATE	MILESTONE
October 2, 2026	Solicitation Issued
October 22, 2026	Deadline to receive questions shall be 5:00 P.M.
November 10, 2026	Proposal submission deadline – 3:00 P.M. CST

4.3 CONTACT FOR QUESTIONS

All *questions* concerning this solicitation shall be in writing via the Beacon Q&A Portal

All prospective respondents are hereby instructed to not contact any member of the City of New Braunfels City Manager, New Braunfels' City Council or 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.

4.4 SOLICITATION UPDATES

Respondents shall monitor the City's Website for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. It is the Respondent's responsibility to change the websites for current changes to the Solicitation documents.

4.5 EXCEPTIONS AND DEVIATIONS

Any exceptions to the specifications or objectives of the solicitation document must be clearly stated in Respondent's Proposal.

4.6 COMPETITIVE PROPOSALS

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

4.7 EVALUATION OF PROPOSALS

It is the intent of the City of New Braunfels to award contract(s) to the lowest qualified bidder(s). The City's intent is to award multiple contracts as a result of this solicitation.

The lowest qualified bidder is the company or individual that offers the best value for a project or job while meeting all the requirements and specifications of the contract. The lowest bidder is not always the most qualified, and other factors should be considered:

- **Responsiveness**

The bidder must meet all the mandatory requirements outlined in the Request for Proposal (RFP), such as submitting the proposal on time and adhering to the specified format.

- **Track record**

The bidder should have a proven track record of completing similar projects successfully.

- **Pre-qualification**

A pre-qualification process may consider scores on reputation, capability, compliance, physical location, appropriate experience, quality control, and past performances.

- **Value-added services**

Consider what additional value-added services the bidder provides.

- **Quality of materials**

Consider whether the bidder will use quality materials or cheaper, inferior materials.

- **Insurance**

Consider whether the bidder has the proper insurance levels and will ensure their subcontractors are also properly insured.

- **Personnel**

Consider whether the bidder has the requisite personnel to properly supervise and oversee the project.

Oral Presentations

After all proposals have been reviewed, the selection committee may require representatives of one or more of the respondents to appear and make presentations to the evaluation committee for the purpose of making a final evaluation and recommendation for contract award. However, the City may, in its sole discretion, award a contract without oral presentations taking placed, based solely on information supplied in the proposal responses.

Cost and/or Pricing Data will be required to be submitted with the Proposal, as specified elsewhere in this IFB, and additional cost information during the process of any negotiations that may be conducted after receipt of Proposals and prior to award.

Other Considerations: The City reserves the right to consider historical information and facts, whether gained from the Proposal, references, or any other source, in the evaluation process, including Respondent's past working or business relationship with the City, if any. The City further reserves the right to consider a respondent's background, personnel, experience, financial and other references, management practices, exceptions to the CSP or subsequent contract, and any working relationships, past or present, a respondent may have with its other clients.

SECTION 5

GENERAL REQUIREMENTS

5.1 CONTRACT TERM

This contract shall be for a term of three **(3) years with the option to renew for an additional two (2) terms of one (1) year each.**

5.2 CONTRACT CHANGES

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

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

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

Contractor from proceeding with the contract as changed.

5.3 DESIGNATED CITY HOLIDAYS

No deliveries or services will be required or accepted, unless specific prior arrangements have been made, on designated holidays as per the City's approved holiday schedule. The holiday schedule can be found at https://www.newbraunfels.gov/calendar.aspx?EID=11201

5.4 INSURANCE AND LIABILITY

During the period of this contract, Contractor will maintain at his expense, insurance with limits not less than those prescribed below. Contractor further agrees to indemnify, defend, and hold City of New Braunfels harmless from any and all causes of action arising from this contract. With respect to required insurance, Contractor will:

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. Contractor's workers' compensation, employers' liability, commercial automobile liability, CGL, excess liability, professional liability, and builder's risk insurance policies will be endorsed to waive all rights of subrogation in favor of the Owner Group. With respect to all such policies, Contractor waives any and all rights of recovery or subrogation against the Owner Group.

c) Provide City of New Braunfels with a thirty (30) day advance written notice of cancellation or material change to said insurance.

d) Provide a Certificate of Insurance evidencing required coverage within ten (10) days after receipt of Notice of Award to the City's Finance department, Purchasing Representative noted on Page 1 of this contract.

Submit a certificate of insurance reflecting coverage as follows:

a. Automobile Liability **(REQUIRED ONLY IF SERVICES ARE PERFORMED ON CITY PREMISES)**

Bodily Injury (Each Person)	-	$250,000
Bodily Injury (Each Accident)	-	$500,000
Property Damage	-	$100,000

b. General Liability (Including Contractual Liability)

	Bodily Injury	-	$ 500,000
	Property Damage	-	$100,000
c.	Worker's Compensation	-	Statutory

ACTUAL FINALIZED INSURANCE COVERAGE WILL ONLY BE REQUIRED OF THE SELECTED PROPOSER. PROPOSERS CAN SEND THEIR CERTIFICATE OF INSURANCE "FOR INFORMATION PURPOSES ONLY" WITH THEIR PROPOSAL.

5.5 INDEMNITY AGAINST LOSS

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

5.6 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.

5.7 CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ):

In accordance with Chapter 176 of the Texas Local Government Code, "Disclosure of Certain Relationships with Local Government Officers," persons, or their agents who seek to who seek to contract for the sale or purchase of property, goods, or services with the City, will 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

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

a. Beginning of discussions or negotiations to enter into a contract with the City; or

b. Submission of an application, response to a request for proposals or bids, correspondence or other writing related to a potential agreement with the City.

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

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

5.8 CERTIFICATE OF INTERESTED PARTIES (FORM 1295):

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

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

***Standard Filing Process*: Form 1295** is accessible at, and must be completed online, at the following web address: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

5.9 CONTRACT PRICING

Contract prices for services shall remain fixed throughout the initial term of the awarded contract; however, a price increase may be considered upon request annually. Requests for price increases and/or decreases must be made in writing and submitted by an authorized representative of the Awarded Contractor to City of New Braunfels Purchasing Department. Any adjustments shall be approved at the City's discretion, if necessary. The price increase shall be limited to the percentage change in consumer price index (CPI) for the requested year. Any other price adjustments are at the discretion of the City.

Price adjustments, if requested, will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The effective month and year of the base selling price (known as the "base period") shall be the effective date of the month and year in which this contract is awarded; the awarded contract pricing is the "base price." The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base period and each year thereafter. The percentage differences between the two CPI values will be the allowable price adjustment rate.

Per state statute, this contract cannot not be increased by more than 25**%** from the original contract award. If requested increases exceed 25% over the entire contract term, the City shall be forced to cancel said contract prior to contract expiration date.

SECTION 6

SCOPE OF WORK AND SPECIFICATIONS

6.1 PURPOSE

This Competitive Sealed Proposal is to obtain pricing from multiple contractors to provide vehicle parts and/or parts and repair services on an as-needed basis, per the specification requirements. The City's intent is to make multiple awards to Contractors through this solicitation. The City has a wide variety of vehicles in its fleet, and some parts are limited to certain brands, and can only be provided through certain companies; therefore, there will be multiple awards as no one provider will be able to meet all of the needs of the City.

A firm fixed-labor rate, and materials and parts are to be quoted on a cost-plus basis; percentage of markup to be based on net cost to Contractor, allowing for full credit for trade and/or cash discounts to the City. All credits and trades must receive prior approval from the City representative requesting the service. Labor rates and materials and parts markup percentages are to be listed on ATTACHMENT A – COST PROPOSAL FORM, or attached to Attachment A. It is understood that not all Proposers can provide both parts and service on the City's fleet.

6.2 SCOPE OF WORK

Contractor shall perform such duties to include, but not be limited to, providing vehicle parts, parts and service, and tire repairs. The City of New Braunfels sometimes has their own tire supply so may only need service on flat tires, or need City provided tires installed on their vehicles.

The Contractor shall provide all labor, materials, supervision, technical personnel, apparatus, machinery, insurance, equipment, supplies and other incidentals to provide needed vehicle parts, or vehicle service repairs.

All parts and repair services provided by Contractors through this contract shall meet industry standards.

6.3 TIRE REPAIRS

The City has the need for tire repairs on its fleet vehicles, as needed, with timeliness of repairs being critical, especially on the City's first responder vehicles, such as police, fire and EMS vehicles. In addition to Public Works vehicles.

All tire repairs must meet industry standards and never endanger City's staff due to inferior work provided by the Contractor.

6.4 SERVICE LOCATION

Proposer to indicate where service will be performed and will factor in the evaluation of Proposer.

6.5 DAMAGE

1. The City shall not be liable for any loss or damage sustained by the vendor. The vendor shall save the City whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the performance of work under this agreement. The vendor shall exercise every necessary precaution for the safety of work site and the protection of any and all persons and/or property located adjacent to or making passage through the work site.

2. The vendor shall be responsible for any property damage caused by the use of vehicles or other equipment while engaged in this contract.
3. The vendor will be responsible for any damages to negligence on the part of the vendor or the vendor's representative.
4. Any damage to public or private property shall be reported immediately to the City.

6.6 WARRANTY

If available, Respondent shall provide information regarding warranties or guarantees offered for vehicle parts and service repairs at time of service, as applicable.

6.7 PAYMENT OF SERVICES

- All Invoices shall be submitted to the Fleet Services Department:
    - City of New Braunfels
      Fleet Services, Attn: Leann Guenther
      424 S. Castell Ave
      New Braunfels, TX 78130

ATTACHMENT A – COST PROPOSAL
VEHICLE PARTS AND REPAIR SERVICES FOR THE CITY OF NEW BRAUNFELS

The City of New Braunfels is a tax-free entity. Pricing provided below is NOT to include the charge of taxes.

ITEM DESCRIPTION	HOURLY RATE
Labor – Hourly rate, Regular Hours (8am – 5pm), Monday through Friday, except holidays Specify your regular work hours if different: _____	$
Labor – Hourly rate, After hours/Holiday, if applicable Specify your Company's after hour schedule: _____	$
Labor – Hourly rate, Emergency, if different from After Hours/Holidays above. Specify your Company's Emergency Hours schedule, if applicable: _____	$
Tire Repair, Flat Rate *If your tire repair pricing varies by tire type, please attach your price list to this Attachment A for award consideration.* Specify your Company's commitment to turn-around time to complete tire repairs for the City's first responder vehicles: Service to be performed _____ minutes from arrival at Service Location.	$
Materials/Parts – Percentage of markup off price lists or contractor's price from manufacturer. If no markup to the City of New Braunfels, write the word "NONE" in the blank space provided on this line item. Materials are to be quoted on a cost-plus basis; percentage of markup to be based on net cost to Contractor, allowing for full credit for trade and/or cash discounts to the City, prior approval must be authorized by City Department representative.	_____% Markup
If your company is on a cooperative contract, please specify cooperative name and your cooperative contract numbers:	

Address of your business, and locations for your offered service shop(s)?
Address: _____City: _____
If additional pages are needed from your company, please attach them to your Proposal.

ATTACHMENT B
COMPANY INFORMATION

1. Company Information:

- Company name: _____
- Company address: _____
- Year established: _____
- Number of years in business under present name: _____
- Form of ownership: ☐ Proprietorship ☐ Partnership ☐ Corporation ☐ Other (specify)
- When organized: _____
- If a corporation, where incorporated: _____
- Federal Employer Identification Number: _____
- Texas Comptroller's Taxpayer Number, if applicable: _____
- DUNS NUMBER: _____

Complete **A** below if you are a non-resident Respondent (your company's principal place of business is not in Texas). **Resident Respondents must check box B.**

☐ **A:** Company is a non-resident Respondent. Its principal place of business is the State of _____.

Check one of the following options:

☐ Non-resident Respondents in the state of our principal place of business are requiredto propose ____% (percent) lower than resident Respondents by state.

☐ Non-resident Respondents in the state of our principal place of business are not required to underbid resident Respondents in order to secure contract awards.

☐ **B:** Company's principal place of business or corporate offices is in the State of Texas.

2. If applicable, provide a list of officers of the company who, while in the employ of the company or the employ of previous companies, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.

3. Your company certifies that the Project Manager you propose for this contract has sufficient knowledge, skills and experience in similar contract work: ☐ Yes ☐ No

If **no**, explain: _____

_____

4. Your company certifies that it is able to meet the insurance requirements and provide Certificates of Insurance as specified in the General and Supplemental Conditions of this contract. ☐ Yes ☐ No

5. References:

Provide three (3) references that Respondent has provided services to within the past five (5) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

A. Reference No. 1:

Firm/Company Name: _____

Contact Name:_____Title:_____

Address: _____

City:_____State:_____Zip Code: _____

Telephone Number: _____

Fax Number:_____

Email Address: _____

Date and Type of Service(s) Provided: _____

B. Reference No. 2:

Firm/Company Name: _____

Contact Name:_____Title:_____

Address:_____

City: _____State:_____ Zip Code: _____

Telephone Number:_____Fax Number: _____

Email Address: _____

Date and Type of Service(s) Provided: _____

C. Reference No. 3:

Firm/Company Name: _____

Contact Name:_____Title:_____

Address: _____

City:_____State:_____ Zip Code: _____

Telephone Number _____Fax Number: _____Email

Address: _____

Date and Type of Service(s) Provided: _____

2. If awarded, Respondent's primary point of contact for City account is:

Name: _____

Title: _____

Office Location: _____

Mailing Address: _____

***** Telephone Number:_____Fax Number: _____

Email Address: _____

*** A representative of the company must be available to answer phone calls from City Monday through Friday, 8:00 A.M. to 5:00** P.M. (Central Time). If your operational hours are different, please specify: _____.

1. **Is Respondent authorized and/or licensed to do business in Texas? ☐ Yes ☐ No**

If yes, list authorizations/licenses, as applicable.

_____

_____

2. **If awarded, Proposer shall indicate preferred method for which City is to notify Awarded Vendor of purchase orders:**

Purchase Orders shall be communicated via: *(check all that apply)*

___ Phone ___Fax ___Email

Email Contact Person: _____

Email Address: _____

Phone: _____

Fax: _____

3. Will your company accept payments through credit card, with no additional fees charged to the City?

☐ Yes ☐ No

4. Does your company have these products on a cooperative contract? ☐ Yes ☐ No

If so, who is your cooperative contract with, and what is your cooperative contract number, and specify the line items on this solicitation that are the same.

_____

_____

_____

5. **Interlocal Cooperative Contracting (Piggyback)** If services are requested by another governmental entities, will your company be in agreement to extend their prices?

☐ Yes ☐ No

Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

ATTACHMENT C
RESPONDENT CERTIFICATIONS

To demonstrate qualifications to perform the scope of services, each Respondent is required to submit the following information to Owner for consideration.

Answer all questions. Provide responses that are clear and comprehensive. Attach any additional information provided on separate sheets.

DEBARMENT/SUSPENSION INFORMATION:

1. Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity or is Respondent listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.sam.gov? ☐ **Yes** ☐ **No**

   If yes, identify in an attachment the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, or listed at sam.gov and state the reason for or circumstances surrounding the debarment, suspension or ineligible for federal procurement, including but not limited to the period of time for such debarment, suspension or ineligibility.

CERTIFICATIONS:

1. Vendor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

☐ **Yes** ☐ **No**

A. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the solicitation process or in the Contract execution;

B. "fraudulent practice" means an intentional misrepresentation of facts made

   1. to influence the solicitation process or the execution of the Contract to the detriment of Owner,
   2. to establish Cost Proposal or Contract prices at artificial non-competitive levels, or
   3. to deprive Owner of the benefits of free and open competition;

C. "collusive practice" means a scheme or arrangement between two or more Respondents, with or without the knowledge of Owner, a purpose of which is to establish Cost Proposals at artificial, non-competitive levels; and

D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the solicitation process or affect the execution of the Contract.

2. NON-COLLUSION CERTIFICATION:

A. Non-Collusion Certification: Do you certify that all of the following are true and correct concerning your company's cost Proposal?

☐ **Yes** ☐ **No**

   1. That you are fully informed of the contents of the solicitation and the circumstances of its preparation;
   2. That your cost Proposal is genuine and is not a collusive or sham cost proposal;

3. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other respondent, firm or person to submit a collusive or sham cost Proposal, or to refrain from responding, or sought by communication or conference with any other respondent, firm or person to fix the prices, overhead, profit, or any cost element in your cost Proposal or in any other cost Proposal, or to secure through any collusion, conspiracy, or agreement any advantage against the City of New Braunfels or any other respondent; and
4. The prices quoted in your cost Proposal are fair and proper and are not affected by any collusion, conspiracy, connivance or unlawful agreement on the part of your company or anyone acting on its behalf.

3. HOUSE BILL 89 VERIFICATION:

A. Vendor 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.

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.

4. CERTIFICATION REGARDING LOBBYING:

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

1. 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 contract, the making 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.
2. 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 the Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language in this certification be included in the award documents for all subawards exceeding $100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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, U.S. Code. Any persons who fail 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.

5. CERTIFICATE OF NONDISCRIMINATION OF EMPLOYMENT:

The Proposer certifies that Proposer has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, or if Proposer has not participated in a previous contract of this type, or if Proposer has had previous contract or subcontracts and has not filed, Proposer will file with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. ☐ **Yes** ☐ **No**

Note—The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted by Proposers and proposed Subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations. Proposed prime Contractor and Subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

VENDOR'S ASSURANCE (Subcontracts – Federal Aid Projects):

By signing this proposal, the vendor is giving assurances that all subcontract agreements will incorporate the Standard Specification and Special Provisions, all subcontract agreements exceeding $2,000 will incorporate the applicable "Wage Determination Decision", and all subcontract agreements of $10,000 or more will incorporate the following:

Special Provision "Certification of Nondiscrimination in Employment"
Special Provision "Measurement and Payment" (Article 9L)

Special Provision "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246)

Special Provision "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (Executive Order 11246)

Special Provision "Disadvantaged Business Enterprise in Federal Aid Contracts"
Form FHWA 1273 "Required Contract Provisions Federal-Aid Construction Contracts"
(Form FHWA 1273 must also be physically attached to subcontracts and purchase orders of $10,000 or more)

(SEE NEXT PAGE FOR ACKNOWLEDGEMENT)

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF _____

I certify that I have read all of the specifications and general contract 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 Respondent

_____

Title