

## Section 5: Required Forms



**RFP 23-006**

# For Enterprise Resource Planning Software and Implementation Services

Issue Date: December 15, 2022

Closing Date: February 2, 2023

### RFP documents available:

- The BidNet Direct website: <https://www.bidnetdirect.com/texas/city-of-new-braunfels>

braunfels

- The City of New Braunfels' website:

<https://www.nbtexas.org/2694/Solicitations>

**Pre-Proposal Meeting (Non-Mandatory):**

- Meeting Time: January 10, 2023 at 10:00 AM Central Time (US and Canada)
- Meeting Link:

[https://us02web.zoom.us/webinar/register/WN\\_ajR3tEYrQeK37i8YiUYRgw](https://us02web.zoom.us/webinar/register/WN_ajR3tEYrQeK37i8YiUYRgw)

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## 5 RFP FORMS

### A. Company Background Form

<b>Vendor name:</b>		
<b>Software brand name:</b>		
<b>Software version proposed (years in production):</b>		
<b>Is Vendor prime contractor:</b>	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
<b>1. What are the top three differentiators of your company and its proposed solution?</b>		
<b>2. What strategic alliance have you made to further strengthen your product and services?</b>		
<b>3. How do you guarantee the services provided by your company?</b>		
<b>4. What is your marketplace focus?</b>		
<input type="checkbox"/> Public Sector	<input type="checkbox"/> Large Government (e.g., counties /states)	
<input type="checkbox"/> Small/Local Governments	<input type="checkbox"/> Other (specify):	
<b>5. What is your preferred customer size (quantify in terms of budget, customers, population, etc.)?</b>		
<b>6. Please describe the level of research and development investment you make in your products (i.e. – annual budget, head count, etc.).</b>		

<b>7.</b>	<b>How many years have you been selling your solution to the public sector?</b>	
<b>8.</b>	<b>How many fully operational customer installations of the version proposed in this RFP, currently in production, has the Vendor completed?</b>	
	Texas	Nationally
Local Government		
Other public sector		
Other non-public sector		
Overall:		
<b>9.</b>	<b>How many fully operational customer installations, in total, has the Vendor completed?</b>	
	Texas	Nationally
Local Government		
Other public sector		
Other non-public sector		
Overall:		
<b>10.</b>	<b>How many current system implementations of your solution are in-process within both the State Texas and the region of the Country that includes the State of Texas</b>	
	Current in-process Implementations	
State of Texas		
Region		
Total:		

<b>11.</b>	<b>Please state the year the Vendor started in the business of selling the proposed solution to local governments:</b>
<b>12.</b>	<b>Where is the Vendor's closest support facility/sales office to City of New Braunfels, TX?</b>
<b>13.</b>	<b>Where is the Vendor's company headquarters?</b>
<b>14.</b>	<b>Please list the Vendor's sales in the previous three years:</b>
Year	Sales
2021	
2020	
2019	
<b>15.</b>	<b>How many total employees does the Vendor have in each of the following categories?</b>
Area	Number
Sales/Marketing	
Management/Administration	
Help Desk Staff	
Development Staff	
Other (please list)	
<b>Total:</b>	

<b>16.</b>	<b>What organization would the Vendor recommend for a site visit?</b>
<b>17.</b>	<b>Please disclose any outstanding litigation against your company.</b>
<b>18.</b>	<b>Please list any third-party vendors you're partnering with and proposing as part of your response, as well as the products and versions proposed, and the scope areas/functionality they will be providing.</b>

**B. Technical and Vendor Hosting Requirements Form**

<b>19.</b>	<b>Indicate Tier certification for design and operation of the hosting locations mentioned above. Indicate if a private link (MPLS or EVPL) can be set up to the hosting locations mentioned above.</b>
<b>20.</b>	<b>How do you track monthly usage for subscription-based services?</b>
<b>21.</b>	<b>Does the system interface support a browser interface with or without the help of additional components?</b>
<b>22.</b>	<b>Please describe the minimum commitment term (in years) and note the term assumed for determining the proposed costs.</b>
<b>23.</b>	<b>Please list the connectivity options and carriers available at your hosting facility.</b>

<b>24.</b>	<b>Estimate the bandwidth that your solution will require based upon users, application environment, and any other factors.</b>
<b>System Performance</b>	
<b>25.</b>	<b>How much notification will you give City in advance of any scheduled downtime?</b>
<b>26.</b>	<b>What is your process for notifying the customer and fixing bugs once they have been identified?</b>
<b>27.</b>	<b>Please provide the total number of clients and corresponding number of end-users of hosted solutions currently supported by your proposed solution.</b>
<b>28.</b>	<b>What system/application availability and response time will your proposed system meet? What are City responsibilities to ensure this level of performance?</b>
<b>Security</b>	
<b>29.</b>	<b>Describe the identification and authorization capabilities of your proposed solution for users.</b>
<b>30.</b>	<b>Provide list of compatible directory services and identity access management solutions. Describe how your system interoperates with Active Directory.</b>
<b>31.</b>	<b>Confirm ability to back up the data to an external third party on-premise or cloud-based storage environments, and costs associated to exporting the data.</b>
<b>32.</b>	<b>Provide list of compatible third-party backup/recovery solutions</b>

33.	<b>Indicate cybersecurity solutions that are in place to prevent, detect, contain and recover from security threats such as malware injection, side channel attacks, exploitation of API vulnerabilities, or distributed denial of service (DDoS) attacks.</b>	
34.	<b>Confirm (Yes/No) that detailed logs will be provided for forensic investigation of security incidents, that can aid in identifying the nature and extent of the affection, including the data that was exfiltrated or compromised.</b>	
	YES <input type="checkbox"/>	NO <input type="checkbox"/>
35.	<b>Indicate what support will be provided to carry out forensic investigation of security incidents.</b>	
36.	<b>Does the system interface support a browser interface with or without the help of additional components?</b>	
37.	<b>How are hosted software applications deployed for use by numerous customers (dedicated servers for each hosted customer, or is a single set of applications utilized for all customers)?</b>	
38.	<b>Describe your disaster recovery processes including the following information:</b> <ul style="list-style-type: none"><li>• Location of primary and secondary data centers</li><li>• Recovery point objectives</li><li>• Recovery time objectives</li><li>• Frequency of backups and how long backups are available</li><li>• Ability for client to negotiate alternate recovery objectives</li></ul>	

39. Indicate if you comply or do not comply with the following:		
Requirement	Comply?	
	YES	NO
The system shall be available 24 x 7 x 365 with a minimum of 99.95% uptime, measured on a monthly basis (excluding maintenance windows).	<input type="checkbox"/>	<input type="checkbox"/>
Vendor agrees that all data will be solely stored and/or transmitted within the lower contiguous 48 states.	<input type="checkbox"/>	<input type="checkbox"/>
Upon termination of contract, all client data will be provided in a mutually agreed upon format with appropriate data dictionaries, schema, etc. to make the data usable.	<input type="checkbox"/>	<input type="checkbox"/>
All system data and files shall be regularly backed up to a secondary data center/disaster recovery site outside of the main data center's same weather pattern and power grid. Backups shall occur such that City loses no more than 2 hours of transactions due to an unexpected outage.	<input type="checkbox"/>	<input type="checkbox"/>
Hosting Providers/Respondents shall have a documented Security Incident Response Plan (SIRP) that addresses the Respondent's plan for preventing, detecting, and responding to security breaches or cyberattacks in which City's data or operations may be compromised.	<input type="checkbox"/>	<input type="checkbox"/>
Hosting Providers/Respondents shall have a documented Disaster Recovery Plan (DRP) that addresses recovery and maintenance of system data and operations in response to hazard or emergency scenarios. This plan shall be tested regularly to ensure that it is both tangible and actionable.	<input type="checkbox"/>	<input type="checkbox"/>
Hosting Providers /Respondents shall have a documented Business Continuity Plan (BCP) that addresses localized or system outages that create an impact to one or more business functions. The BCP should account for the rapid restoration of services and redundancies in technology or process.	<input type="checkbox"/>	<input type="checkbox"/>
Hosting Providers /Respondents shall undergo a SSAE 18 SOC2 Type 2 audit covering at a minimum the Security and Availability Principles on an annual basis and must have no unaddressed material concerns. Respondent shall provide a copy of their most recent audit report prior to contract award.	<input type="checkbox"/>	<input type="checkbox"/>

Hosting Providers/Respondents shall support and be compliant with all relevant regulations and requirements including, but not limited to:	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"><li>• PCI-DSS</li><li>• FERPA,</li><li>• IPAA/HITECH</li><li>• GDPR.</li></ul>		

### C. Project Management Approach Form

<b>40.</b>	<b>How does the Vendor plan to manage the material that is produced during the project through potential solutions such as a collaboration environment?</b>
<b>41.</b>	<b>Describe the deliverable acceptance process including time for City to review deliverables and process for making corrections to deliverables/software until final acceptance.</b>
<b>42.</b>	<b>Provide specific information on project close-out activities to transition support to City.</b>
<b>43.</b>	<b>What percentage of the Project Manager's time will be devoted to the project?</b>
<b>44.</b>	<b>What percentage of the Project Manager's time will be spent on site?</b>
<b>45.</b>	<b>What is the total proposed duration of the implementation?</b>
<b>46.</b>	<b>Provide specific information on project close-out activities to transition support to City.</b>

**47. Indicate if you comply or do not comply with the following:**

Requirement	Comply?	
	YES	NO
<b>City may approve all project staff assigned to the project</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Provide staff for training and implementation</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Non-performance holdbacks</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Milestone based payments paid upon City acceptance of agreed upon project deliverables/milestones</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Allow City to approve Vendor staff assigned to help with implementation?</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Ongoing costs are waived during the first year of implementation</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Ongoing cost for software modules is waived until the implementation phase for the given modules begins</b>	<input type="checkbox"/>	<input type="checkbox"/>

**D. Report Development Form**

<b>48. What is the query tool and report writer that Vendor is proposing?</b>	
<b>49. What reports are available out of the box? Provide a list here and samples at the end of this section.</b>	
<b>50. Describe your process for determining the scope of what reports will have to be developed (not out-of-the-box) and what effort it will take to develop and test them?</b>	

<b>51.</b>	<b>Describe your system's dashboard capabilities, including standard dashboards and ability for each user to configure their own dashboards.</b>
<b>52.</b>	<b>It is expected that the system will provide the ability for end-user querying and reporting to be performed without impacting the performance of the transactional system. Does your proposal meet this expectation?</b>

#### **E. Training Form**

<b>53.</b>	<b>What is your recommended approach to training (End-user, train the trainer, hybrid approach), for City, and why?</b>
<b>54.</b>	<b>What types of training documentation will be developed by the Vendor?</b>
<b>55.</b>	<b>Describe the opportunities for ongoing training.</b>
<b>56.</b>	<b>Describe online training options.</b>

#### **F. Staffing Plan Form**

<b>57.</b>	<b>Identify the degree to which Vendor staff will be onsite versus off-site during the project.</b>
<b>58.</b>	<b>Use the table provided below to identify the number of City business staff expected to be committed to the project implementation. Initial identification of project roles has been provided but should be supplemented or revised by Vendors based on their experience in implementing their product in similar environments.</b>

	<b>Project Role</b>	<b>Project Responsibilities</b>			<b>FTE</b>
a.	Executive Sponsor(s)				
b.	Project Manager				
c.	Project Administrator				
d.	Functional Process Owners				
e.	Functional Process Team Participants (per member involvement)				
f.	Training Coordinator Team Lead				
g.	Change Management Team Lead				
h.	Communications Team Lead				
i.	Other Roles				
<b>59.</b>	<b>Use the table below to identify the number of technical resources expected to be committed to the project implementation. Initial identification of project roles has been provided but should be supplemented or revised by Vendors based on their experience in implementing their product in similar environments.</b>				
	<b>Project Role</b>	<b># of FTEs</b>	<b>Skill Set Required</b>	<b>Training Required?</b>	<b>Training Provided?</b>
a.	Help Desk				
b.	Trainer				
c.	DBA				
d.	Report Developer				
e.	Application Support				
f.	System Administrator				
g.	Security Administrator				
h.	Other Roles				

### G. Ongoing Support Services Form

Customizations and Configurations					
<b>60.</b>	<b>How can City customize or configure the software directly post go-live without Vendor involvement?</b>				
<b>61.</b>	<b>How are local customizations or configurations maintained when installing new releases of the Vendor's software?</b>				
Issues Support and Resolution					
<p><b>Please provide the following information about your response to issues, including how they are categorized, response times, etc. You may add additional rows if needed.</b></p>					
Priority (e.g. critical, high, etc.)	How you define issues that are assigned this priority (e.g. total system failure, unavailable for single user, etc.)	Target Time to Respond to Issue Notification (e.g. 1 hour)	Actual Response Time for Past 12 Months	Target Time to Resolve Issue (e.g. 1 hour)	Actual Resolution Time for Past 12 Months
Support and Maintenance					
<b>62.</b>	<b>Describe Help Desk services for technical support and end users. Specify days and hours and any escalation options and procedures.</b>				
<b>63.</b>	<b>Identify the party or business unit that is responsible for the support options provided above.</b>				

64.	<p><b>Do you limit the number of City staff who can call in for support? If yes, explain your model and how additional staff can be included? If there is no limitation, the maintenance agreement should clearly state this fact. Are you agreeable to include such language in our contract?</b></p>	
65.	<p><b>Do you offer post-implementation support for assistance with transitioning to new processes and resolving issues found? If so, what is the duration?</b></p>	
66.	<p><b>Do you provide a development environment for integrations and update impact testing? If so, what are the limitations and costs, if any? If not, how do you assist the City in testing integrations and new functionality impacts to the City's use of the system/application?</b></p>	
67.	<p><b>Provide the following regarding the number of business staff City should expect to be committed to providing on-going application support:</b></p> <ul style="list-style-type: none"> <li>• Role</li> <li>• Responsibility</li> <li>• Estimated time commitment in terms of FTE time</li> </ul>	
<b>Role</b>	<b>Responsibility</b>	<b>Estimated commitment in FTE</b>



e.	<ul style="list-style-type: none"><li>• Automatic product upgrades versus on-demand</li></ul>
f.	<ul style="list-style-type: none"><li>• Ease of implementation for City staff versus need to contract for services</li></ul>
g.	<ul style="list-style-type: none"><li>• Use of tools to deploy new versions and patches</li></ul>
h.	<ul style="list-style-type: none"><li>• How do you educate or train users for new functionality introduced in upgrades?</li></ul>
i.	<ul style="list-style-type: none"><li>• Additional information</li></ul>
<b>70.</b>	<b>Describe the product release cycle including:</b>
a.	<ul style="list-style-type: none"><li>• How long releases typically take to implement</li></ul>
b.	<ul style="list-style-type: none"><li>• Frequency of upgrades/enhancements or new versions (major and minor version releases)</li></ul>

**H. Client Reference Form**

<b>Vendor name:</b>	
<b>Customer name:</b>	
<b>Customer contact:</b>	
<b>Customer phone number:</b>	( )
<b>Customer E-mail address</b>	
<b>System which Solution Replaced</b>	
<b>Describe Nature of Project and Services Provided to This Client:</b>	
<b>Configuration of Solution Implemented (Deployment Method, Software, etc.):</b>	

## I. Minimum Criteria Confirmation

As noted in Section 5, of this RFP, proposed solutions **MUST** meet all the following requirements. **Proposals not meeting these requirements will be rejected.** Vendors should acknowledge acceptance of these terms and include the following checklist in their RFP response.

Minimum Criteria	Yes/No
<b>Minimum Client Software Installations</b> Must have provided software for at least three previous municipalities of similar size, complexity, and scope.	Choose an item.
<b>Cloud/Vendor Hosted Solution</b> Software must be cloud/vendor hosted.	Choose an item.
<b>RFP Response</b> RFP response is submitted by the due date and time.	Choose an item.
<b>Response Authorization</b> The RFP response is signed by an authorized company officer.	Choose an item.
<b>Response Completeness</b> Vendor complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. Any deficiencies in this regard will be determined by City's Purchasing Manager to be either a defect that the Manager will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.	Choose an item.

### **J. Proposal Form**

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

#### **OFFER TO: CITY OF NEW BRAUNFELS:**

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

#### **ADDENDA:**

The undersigned hereby acknowledges receipt of the following addenda to the Drawings and Specifications, all of the provisions and requirements of which addenda have been taken into consideration in the preparation of this Proposal.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

#### **OBLIGATION:**

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

#### **NON-COLLUSION:**

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

#### **SUBMITTAL REQUIREMENTS:**

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**K. Company Information**

1. Company name: \_\_\_\_\_
2. Company address: \_\_\_\_\_
3. Year established: \_\_\_\_\_
4. Number of years in business under present name: \_\_\_\_\_
5. Form of ownership:  Proprietorship  Partnership  Corporation  Other (specify) \_\_\_\_\_
6. When organized: \_\_\_\_\_
7. If a corporation, where incorporated: \_\_\_\_\_
8. Federal Employer Identification Number: \_\_\_\_\_
9. Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_
10. DUNS NUMBER: \_\_\_\_\_
11. Provide a list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
12. Complete **A** below if you are a non-resident Respondent (your company's principal place of business is not in Texas). **Resident Respondents must check box B.**  
 **A:** Company is a non-resident Respondent. Its principal place of business is the state of \_\_\_\_\_  
  
Check one of the following options:  
 Non-resident Respondents in the state of our principal place of business are required to propose \_\_\_\_ percent lower than resident Respondents by state law. A copy of the statute is attached.  
 Non-resident Respondents in the state of our principal place of business are not required to underbid resident Respondents in order to secure contract awards.  
 **B:** Company's principal place of business or corporate offices is in the State of Texas.

**1. 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: \_\_\_\_\_

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.

## L. Vendor Certifications

Company name: \_\_\_\_\_

**To demonstrate qualification to perform the scope of services, answer all questions listed below. Provide responses that are clear and comprehensive. Attach any additional information provided on separate sheets, if applicable.**

### DEBARMENT/SUSPENSION INFORMATION:

1. Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity or is Respondent listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>?

Yes       No

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

### CERTIFICATIONS:

1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.       Yes       No

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

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

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

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

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

### 2. NON-COLLUSION CERTIFICATION:

A. Non-Collusion Certification: Do you certify that all the following are true and correct concerning your company's cost Proposal?       Yes       No

1. That you are fully informed of the contents of the solicitation and the circumstances of its preparation.
2. That your cost Proposal is genuine and is not a collusive or sham cost Proposal;
3. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other respondent, firm or person to submit a collusive or

sham cost Proposal, or to refrain from responding, or sought by communication or conference with any other respondent, firm or person to fix the prices, overhead, profit, or any cost element in your cost Proposal or in any other cost Proposal, or to secure through any collusion, conspiracy, or agreement any advantage against the City of New Braunfels or any other respondent; and

4. The prices quoted in your cost Proposal are fair and proper and are not affected by any collusion, conspiracy, connivance, or unlawful agreement on the part of your company or anyone acting on its behalf.

### 3. GOVERNMENT CODE TITLE 10 SUBTITLE F VERIFICATIONS:

A. Contractor shall verify that it's named company, under the provisions of Subtitle F Title 10 Government Code Chapter 2270:  Yes  No

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

B. Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

C. Pursuant to subtitle F, Chapter 2252, Texas Government code, contractor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of New Braunfels.  Yes  No

### ACKNOWLEDGEMENT

THE STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

---

**Company's Name**

---

**Signature, Authorized Representative of Respondent**

---

**Title**

## M. 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*

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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)



**CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)**

In accordance with Chapter 176 of the Texas Local Government Code, “Disclosure of Certain Relationships with Local Government Officers,” persons, or their agents who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a **Conflict of Interest Questionnaire (Form CIQ)** with the City Secretary if the vendor has a business relationship as defined by Section 176.001(1-a) with the City and the vendor meets requirements under Section 176.006(a).

**Form CIQ** is available from the Texas Ethics Commission by accessing the following web address: [https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](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 proposal correspondence or other writing related to a potential agreement with the City.

All respondents are to submit a completed Conflict of Interest Questionnaire (Form CIQ) with their response in addition to submitting a completed Form CIQ to the office of the City Secretary located at 550 Landa Street; New Braunfels, Texas 78130.

Please attach completed questionnaire here:

**CERTIFICATE OF INSURANCE**

**SUB CONTRACTORS MUST COMPLETE THIS FORM IF THEY INTEND TO CONTRACT DIRECTLY WITH CITY. OTHERWISE INSURANCE INFORMATION SHOULD BE PROVIDED TO THE PRIME VENDOR.**

**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:

1. Name City of New Braunfels as additional insured/or an insured, as its interests may appear.
2. 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.
3. Provide City of New Braunfels with a thirty (30) day advance written notice of cancellation or material change to said insurance.
4. Provide a Certificate of Insurance evidencing required coverage within ten (10) days after receipt of Notice of Award to the City's Finance Department, to the attention of the Purchasing Representative noted on Page 1 of this solicitation.
5. Submit a certificate of insurance reflecting coverage as follows:

a. Automobile Liability

Bodily Injury/Property Damage	\$1,000,000
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(combined single limit, each incident

Personal Injury Protection (PIP)	\$ 5,000
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b. Commercial General Liability (Including Contractual Liability)

General Aggregate	- \$1,000,000
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Products/Completed Operations Aggregate	- \$1,000,000
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Each Occurrence	- \$ 500,000
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Personal/Advertising Injury	- \$ 500,000
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Medical Payments (Any One Person)	- \$ 5,000
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Property Damage	- \$ 100,000
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c. Professional Liability Errors and Omissions

Per Occurrence	- \$ 300,000
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Aggregate	- \$ 500,000
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d. Worker's Compensation

Employers Liability	- As Statutorily required
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Each Accident	-	\$1,000,000
Policy Limit by Disease	-	\$1,000,000
Each Employee by Disease	-	\$1,000,000

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