

CITY OF NEW BRAUNFELS



REQUEST FOR QUALIFICATIONS

**New Braunfels National Airport
Development and Design Standards Manual
Solicitation # RFQ 24-001**



SOLICITATION AND OFFER

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

Solicitation Number: 24-001
New Braunfels National Airport
Development and Design Standards Manual

Request
Qualifications for

Date Issued: OCTOBER 31, 2023

SOLICITATION

Respondents must submit sealed Statement of Qualifications (SOQ) containing one (1) signed original hardcopy and one (1) in electronic format (USB). Electronic Bid submissions do not require original hardcopy and USB to be submitted.

Questions concerning RFQ must be received, by email only, prior to **5:00P.M. CT on November 15, 2023**.

SOQs will be received at the Office of the City Secretary at the address shown above until: **3:00 P.M. (CT), November 28, 2023**.

There will not be a public opening. SOQs received after the time and date set for submission will be returned, unopened, upon request.

For information regarding this solicitation, contact: (NO collect calls, Telegraphic, Email, or Fax offers accepted)	Julie Gohlke, Assistant Purchasing Manager	Email: jgohlke@newbraunfels.gov Phone: (830) 221-4081
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5% Response Bond Required:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	(If YES, See information in Section 5)
100% Payment Bond Required:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	(If YES, See information in Section 5)
100% Performance Bond Required:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	(If YES, See information in Section 5)

OFFER

(This portion must be fully completed by Respondent.) Respondent will comply with the Terms and Conditions required by the City of New Braunfels.

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

SIGNATURE IS MANDATORY; MANUALLY SIGN ORIGINAL DOCUMENT. SIGNATURE SHOULD ALSO BE REFLECTED ON USB COPY.

Name
and
Address
of Respondent:

Name and Title of Person Authorized to Sign Offer:

E-Mail Address:

Phone Number:

Signature:

Date:

Name, Address, Email and Telephone Number
of Person authorized to conduct negotiations
on behalf of Respondent.

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SECTION 3 INSTRUCTIONS FOR RESPONSE

3.1 SUBMISSION OF SOQs

(a) OPTION 1: ELECTRONIC SUBMISSION. The City of New Braunfels has partnered with its third-party vendor, Texas Purchasing Group (BidNet Direct) as its e-procurement site. Electronic submissions can be made via the BidNet Direct website: <https://www.bidnetdirect.com/texas/city-of-new-braunfels>.

You must register as a vendor on their site in order to complete an electronic submission. Additional paper documentation is NOT required when submitting electronically.

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

OR

(b) OPTION 2: HARD COPY SUBMISSION. Deliver your Response, or changes to your Response, in SEALED ENVELOPES OR PACKAGES identified on outside with Respondent's name and address. Failure to submit Response in this manner may subject Respondent to disqualification. **Response 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 Response envelope or package must state:

"RFQ 24-001 New Braunfels National Airport Development and Design Standards Manual"

It is the sole responsibility of the Respondent to ensure timely delivery of the Response. 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. **RESPONSES RECEIVED AFTER THE CLOSING DATE AND TIME WILL NOT BE ACCEPTED OR CONSIDERED.**

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

3.2 SOLICITATION SCHEDULE

DATE	MILESTONE
October 31, 2023	RFP issued on https://www.bidnetdirect.com/texas/city-of-new-braunfels and https://www.newbraunfels.gov/2694/Active-Solicitations
November 15, 2023	Deadline to receive questions shall be 5:00 P.M.
November 28, 2023	Proposal submission deadline – 3:00 P.M.
December 2023	City Evaluation
January 2023	Anticipated Contract Award

3.3 TERMS AND CONDITIONS

Terms and Conditions that apply to this solicitation can be found in EXHIBIT A: SAMPLE AGREEMENT

3.4 RESPONSE CONTENT

Respondents shall limit Responses to twenty (20) pages exclusive of tabs and forms. Each Response, completed and signed by person(s) authorized to bind individual or legal entity, shall include the following in one envelope/package:

- **TAB 1: Solicitation and Offer Form:** Respondent must complete and sign form located on Page 2.
- **TAB 2: Documents:**
 - a. ATTACHMENT A: Company Information
 - b. ATTACHMENT B: Respondent Certifications
 - c. Acknowledgement of Addenda (if applicable)
- **TAB 3: Understanding of Requirements and Project Plan**
 - Demonstrate a clear understanding of the requirements set forth in Section 4: Scope of Work
 - Clearly emphasize any demonstrated knowledge of the City of New Braunfels and surrounding area
 - Describe Project management approach and timeline

- **TAB 4: Experience and Capabilities:**

This section should include a description of the Respondent's experience that the City of New Braunfels can use as a basis for performance evaluation. This section should include:

- Previous related work experience within the last ten years for projects in similar scope and size
- Specific related studies completed in similar cities

- **TAB 5: Deviations from RFQ:**

ATTACHMENT C: Exceptions and Alternatives Form. Respondent is to indicate any deviations being offered in lieu of specified language referenced in the solicitation and/or sample agreement.

3.5 CONTACT FOR QUESTIONS

All questions concerning this solicitation shall be in writing to: Julie Gohlke, Assistant Purchasing Manager, via email

jgohlke@newbraunfels.gov. All prospective Respondents are hereby instructed to not contact any member of the City of New Braunfels' City Council, or City of New Braunfels' staff members other than the noted contact person. Any such contact may be cause for rejection of your Response.

3.6 RESPONSES TO QUESTIONS/INQUIRIES

Responses to questions/inquiries that directly affect an interpretation or change to this RFQ will be issued in writing by Purchasing as an addendum and posted at <https://www.bidnetdirect.com/texas/city-of-new-braunfels> and the City's website.

All such addenda issued by the Purchasing Representative before the time that Responses are received shall be considered part of the RFQ. Only those inquiries the Purchasing Office replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. Respondents shall be responsible for monitoring the City's website or BidNet for any updates pertaining to the solicitation described herein. Various updates may include addenda, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

3.7 COMPETITIVE RESPONSES

Responses will not be opened publicly. However, a list of respondents will be posted as part of the solicitation packet upon review.

SECTION 4 SCOPE OF WORK

The City of New Braunfels is seeking Professional Planning, Design, and Engineering

expertise for the creation of a Development and Design Standards Manual (DDSM) for the New Braunfels National Airport (KBAZ), as well as for the creation of a master drainage plan. The DDSM's purpose is to establish specific design and review criteria for all public infrastructure, buildings and improvements, and other facilities owned, operated, or maintained by the Airport or other private parties in order to facilitate the orderly and efficient development of Airport property for aeronautical and non-aeronautical uses. The master drainage plan's purpose is to evaluate the drainage on the Airport property in order to identify drainage infrastructure improvements that will need to be constructed in phases prior to development activity commencing. The master drainage plan will utilize the 2019 Airport Master Plan as the basis for future Airport development.

The 2019 Airport Master Plan defined a series of development concepts with the goal of facilitating the growing aviation demands of the region. The plan features a twenty (20) year planning period and was prepared in collaboration with airport management, federal and state agencies, local officials, businesses, and interested airport users and stakeholders. A key output of the Master Plan provides development alternatives to provide guidance for the future development of the Airport. Key improvements identified in the master plan include:

- New parallel taxiway and terminal aircraft parking apron
- Relocation and construction of a new terminal building to maximize development
- Relocation of the existing fuel farm
- Design and future construction of a customs facility
- The provision of efficient auto access to the airport
- Development of additional hangar storage areas to support existing and anticipated based aircraft as well as accommodate new or expanding business enterprises
- Preservation and expansion of aeronautical development areas
- Runway extension
- Drainage and stormwater master plan

The successful Consultant will show prior experience establishing design and development criteria preferably at public, non-commercial airports. The successful Consultant will show prior experience in airport master planning and development at public, non-commercial service airports, including FAA design standards, land development requirements, NEPA requirements, Texas environmental regulations, drainage and stormwater system planning, design and permitting requirements, and master plan site design. Familiarity with City of New Braunfels permitting requirements and processes is preferred.

The following tasks are anticipated to be included in the scope of work.

- The DDSM will establish specific standards and regulations for adoption by the City in municipal code and establish engineering review and approval criteria that will promote compatible aeronautical centric developments.

- The Consultant will develop template development documents, such as hanger site plans, to communicate the design standards and how the standards may be implemented by potential developers.
- The Consultant will identify those aspects of the City's development code that, as written, are non-conducive to airport operations and safety and provide recommended changes to be adopted as part of the DDSM's creation. Such examples of areas subject for modifications include commercial landscaping and subdivision platting requirements, parking lot design and configuration, solid waste receptacle placement, and setback requirements. This list is not all inclusive, and the selected Consultant should provide a template for consideration.
- The Consultant will develop a Master Drainage Plan to comprehensively evaluate the drainage on the Airport property in order to plan and identify drainage infrastructure improvements that will need to be constructed in phases prior to development activity commencing.

SECTION 5 EVALUATION OF RESPONSES

5.1 SELECTION PROCESS

It is the intent of the City to make a single award from this solicitation, based on evaluation criteria listed in this solicitation and Respondent's submitted Response; however, the City will award in the manner deemed most advantageous to the City.

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

The Respondent selected for award will be awarded a Contract to provide services as specified.

5.2 EVALUATION CRITERIA: The City of New Braunfels will review all Responses submitted in response to this solicitation using the criteria presented below and rank each Respondent. A Respondent will be recommended for award to City Council based upon the published selected criteria noted below. The evaluation committee recommendations are subject to approval by the City of New Braunfels City Council.

Program Criteria: The Responses will be ranked based on the following evaluation criteria:

<u>Criteria</u>	<u>Points</u>
Qualifications and previous related experience of key personnel to be assigned to this project.	25 Pts
Understanding of work requirements as outlined in the scope of work, with demonstrated knowledge of public non-commercial airports.	20 Pts
Previous related work experience within the past ten years, which includes citing previous experience with other public non-commercial airports.	30 Pts
Previous related work experience on drainage master plan projects.	15 Pts
Project management approach and timeline.	10 Pts
TOTAL	100 pts

The City reserves the right to request additional information or clarifications from all Respondents and to allow corrections of errors or omissions.

5.3 OTHER CONSIDERATIONS. The City reserves the right to request additional information or consider historical information and facts, whether gained from the Response, 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 RFQ or subsequent contract, and any working relationships, past or present, a Respondent may have with its other clients.

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

5.5 Professional services are procured in accordance with Chapter 2254 of the Government Code, Title 10, Subchapter A, Professional Services. Selection of the most highly qualified respondent(s) will be made based on demonstrated competence and qualifications as determined by the City of New Braunfels based on the Qualifications submitted in response to this solicitation.

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

5.7 LIMITATIONS

- **Right to Accept or Reject.** The City reserves the right to reject any or all submittals, to waive informalities and accept the submittal that the Owner believes is the most advantageous to the public interest and in keeping with the local government project procedures. The RFQ does not commit the City to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFQ.
- **Solicitation Response to Remain Subject to Acceptance.** All responses will remain subject to acceptance for one hundred twenty (120) days after opening without acting.
- **City Council Approval Required.** The City of New Braunfels City Council may approve the Respondent selected to provide the services requested in this RFQ. The City reserves the right to authorize contract negotiations to begin without further discussion with Respondents submitting a Response. Therefore, each Response should be submitted as completely and accurately as possible. The City reserves the right to request additional data, oral discussions, or presentations in support of the written Response.
- **Respondent's Obligation Regarding Evaluation:**
 - Submission of Information. Submitters are cautioned that it is each Respondents sole responsibility to submit information related to the evaluation categories, and the City is under no obligation to solicit such information if it is not included with the Response. Failure of a Respondent to submit such information may cause an adverse impact on the evaluation of the specific Response.
 - Respondent Review of RFQ. Respondents are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFQ and their Responses. Failure to do so will be at the Respondents' risk and will not be a determinative factor when awarding the contract for services.

- **Oral Non-Binding.** Any non-written representations, explanations, or instructions given by City staff or City agents are not binding and do not form a part of, or alter in any way, the RFQ, a written Contract pertinent to the RFQ, or the awarding of the contract.
- **Lobbying Prohibited.** Respondents are prohibited from directly or indirectly communicating with City Council members regarding the Respondent's qualifications or any other matter related to the eventual award of a contract for the services requested under this RFQ. Respondents are prohibited from contacting city staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from the Purchasing Representative. Any violation will result in immediate disqualification of the Respondent from the selection process.

5.8 SUBCONTRACTING PROPOSAL

If subcontracting with another company or an individual on this project, this must be identified in your proposal, and the subcontractor's credentials must be submitted with your proposal for the City's review and evaluation consideration.

5.9 RESPONSE SPECIFICATIONS

- **Modification or Withdrawal of Response.** Responses cannot be altered or amended after the submittal deadline. Responses may be modified prior to the deadline only by providing a written notice by mail or email) to the Purchasing Representative at the address shown herein. A submitter's Response may also be withdrawn in writing by providing the same notice by a submitter or the submitter's authorized agent, providing the agents identify is made known and the agent signs the request to withdraw Response. **HOWEVER, IN THE EVENT OF WITHDRAWAL, THE SUBMITTER WILL NOT BE ALLOWED TO RESUBMIT.** This provision does not change the common law right of a Respondent to withdraw a Response due to a material mistake in the Response.
- **Inquiries.** To ensure fair and objective evaluation, all questions related to this RFQ should be addressed only to the persons named in Section 3.5 of this solicitation.
- **RFQ Interpretation; Addendum.** Any interpretations, corrections, or changes to this RFQ will be made by addenda through:
 - <https://www.bidnetdirect.com/texas/city-of-new-braunfels>
 - and the City Website: <http://newbraunfels.gov/DocumentCenter/Home/Index/139>

**RFQ 24-001 – NEW BRAUNFELS NATIONAL AIRPORT DEVELOPMENT AND DESIGN STANDARDS
MANUAL**

Respondents shall acknowledge receipt of all addenda per the instructions to be attached to addenda.

SECTION 6 AWARD OF CONTRACT

6.1. SUCCESSFUL RESPONDENT'S DOCUMENTS: The successful Respondent will provide its Response and any negotiated amendments to the Response to the Office of the Purchasing Manager as an electronic Word or PDF file.

6.2. CONTRACT AWARD: The selection of a Respondent and the execution of a contract, while anticipated, are not guaranteed by the City. The City reserves the right to determine which Response is in the City's best interest and to award the contract on that basis, to reject any and all Responses, waive any irregularities of any Response, negotiate with any potential Respondent (after Responses are opened) if such is deemed in the best interest of the City.

6.3. CITY COUNCIL APPROVAL: The City Council will consider the final contract for approval unless the award amount is less than \$50,000.00. In the event the total amount of the contract is less than \$50,000.00, the contract will be awarded administratively.

6.4. FINAL CONTRACT:

- A. The selected Respondent will assume responsibility for all services offered in its Response, whether such services are provided by a subcontractor or joint venture arrangement. The successful Respondent will be considered the sole point of contact about contractual matters, including payment of all charges resulting from the contract.
- B. The successful Respondent will be required to enter a written contract with the City. The City's terms and conditions for this contract are included herein.
- C. This RFQ and the successful Respondent's Response, or any part thereof, may be incorporated into and made a part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract with the successful Respondent.
- D. Be advised that exceptions to any portion of the RFQ may jeopardize acceptance of your Response. If exceptions are taken to the City's Contract, this will be clearly indicated and a full explanation given for each exception. It is required that the Response enumerate the specific clauses that the Respondent wishes to amend or delete and suggest alternative wording in the Response. In view of the length of time involved in obtaining the approval of legal counsel, Respondents are cautioned not to state that the Respondent's Response is subject to the Respondent's standard terms and conditions or that the final terms and conditions are subject to negotiation after award. This may result in the Response being deemed non-responsive, in which no further consideration or evaluation will be made.

**ATTACHMENT A
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: _____
- 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.

- _____
- _____
- _____
- _____
- _____
- _____

- 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.

2. Subcontractor(s), if applicable:

Subcontractor(s) will not be used to complete this contract.

Subcontractor(s) will be used to complete this contract. (*Attach a list if additional space is necessary.*)

Subcontractor Name: _____

Percentage (%) of Total Contract: _____

Mailing Address: _____

3. If 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.

**ATTACHMENT B
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 Response 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 Responses 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 Response? **Yes**

No

1. That you are fully informed of the contents of the solicitation and the circumstances of its preparation.
2. That your cost Response is genuine and is not a collusive or sham cost Response;
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 Response, 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 Response or in any other cost Response, or to secure through any collusion, conspiracy, or Contract any advantage against the City of New Braunfels or any other respondent; and
4. The prices quoted in your cost Response are fair and proper and are not affected by any collusion, conspiracy, connivance, or unlawful Contract 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 RFQ 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.

entity statu

Company's Name

Signature, Authorized Representative of Respondent

Title

ATTACHMENT C
EXCEPTIONS AND ALTERNATIVES FORM

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

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

- No Exceptions Taken
- Exceptions Taken – *See attached (Include in Tab 10)

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

In the event the Respondent 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, Respondent is in complete Contract with this entire solicitation including any proposed terms, conditions and business arrangements described herein.

(Authorized Signature)

Date

(Title)