

CITY OF NEW BRAUNFELS



REQUEST FOR PROPOSALS

**Park and Recreation System Master Plan
Solicitation # RFP 24-008**



SOLICITATION AND OFFER

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

| | | |
|--|--|---|
| Solicitation Number: RFP 24-008 Parks and Recreation System Master Plan | <input type="checkbox"/> Invitation for Bid (IFB) <input checked="" type="checkbox"/> Request for Proposals (RFP) | Date Issued: December 15, 2023 |
|--|--|---|

SOLICITATION

Questions may be submitted until **JANUARY 8, 2024, 5:00 P.M. (Central Time)**

Respondents must submit online or sealed responses containing one (1) signed original hardcopy and one (1) in electronic format (USB).

Submissions will be received at the office of the City Secretary at the address shown above until: **3:00 P.M. (CST), JANUARY 29, 2024**

Submissions received after the time and date set for submission will be returned, unopened, upon request.

| | | |
|---|--|---|
| For information regarding this solicitation, contact: (NO collect calls, Telegraphic, Email, On-Line or Fax offers accepted) | Julie Gohlke, CPPO, NIGP-CPP Assistant Purchasing Manager | Email: jgohlke@newbraunfels.gov |
| 5% Proposal Bond Required: | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| 100% Payment Bond Required: | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| 100% Performance Bond Required: | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |

OFFER

(This portion must be fully completed by Proposer.)

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

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

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

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

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

| | |
|--|---|
| Name And Address of Respondent: | Name and Title of Person Authorized to Sign Offer: E-Mail Address: Phone Number: Fax Number: |
| Signature: | Date: |
| Name, Address, email, and Telephone Number of Person authorized to conduct negotiations on behalf of Respondent. (Applies to Request for Proposal only) | |

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SECTION 3

RFP INSTRUCTIONS FOR PROPOSAL

3.1 PURPOSE

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

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

3.2 AVAILABLE DOCUMENTS

Solicitation documents may be obtained from:

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

3.3 SOLICITATION SCHEDULE

| DATE | MILESTONE |
|-------------------------|---|
| December 15, 2023 | RFP issued on https://www.bidnetdirect.com/texas/city-of-new-braunfels and https://www.nbtexas.org/2694/Active-Solicitations |
| January 8, 2024 | Deadline to receive questions shall be 5:00 P.M. |
| January 15, 2024 | Answers to Proposers' Questions issued as addendum |
| January 29, 2024 | Proposal submission deadline shall be 3:00 P.M. |
| January/February 2024** | City Evaluation |
| February 8, 2024 | Proposer Interviews (if deemed necessary) |
| February 2024** | Anticipated Contract Award |

****Answers to Proposers' Questions, City Evaluation, Proposer Interviews, and Anticipated Contract Award dates are estimates only and are subject to change without further notice.**

3.4 SUBMISSION OF PROPOSALS

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

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

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

(b) Deliver your Proposal, or changes to your Proposal, in SEALED ENVELOPES OR PACKAGES identified on outside as a Request for Proposal to Owner, with 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**:

"RFP 24-008 "Park and Recreation System Master Plan"

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.**

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

Each Proposal completed and signed by person(s) authorized to bind individual, partnership, firm, corporation, or any other legal entity, will include the following in one envelope/package:

- **TAB 1 – Solicitation and Offer Form:** Complete and sign form located on Page 1.
- **TAB 2 – Attachment A – Cost Proposal Form**
- **TAB 3 – Attachment B – Company Information and Certifications**
- **TAB 4 – 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 bid.
- **TAB 5 – Experience, Qualifications, Key Personnel, and Resources:** Provide a brief company history of the primary responding firm including a general summary of the firm's previous and current projects so as to demonstrate qualifications to provide the scope of work requested by the RFP. State in writing or provide an organization chart showing the structure of the consultant team, including the primary firm and subcontracting firms (if any). Identify team members and their respective areas of responsibility.

- **TAB 6 – Project Approach:** Describe the consultant team's understanding of the project priorities and scope of work. The proposal must include a clear description of the methods or approach to be used to complete each item in the scope. Responders are welcomed to suggest modifications to the scope of work as described herein if it is clearly demonstrated that the intent of each element of the scope would be substantially and effectively performed.
- **TAB 7 – Quality Control and Assurance Plan:** Describe the methods and controls used to ensure quality performance across the project team throughout the course of the project.
- **TAB 8 – Preliminary Work Plan and Schedule:** Include a preliminary work plan that identifies tasks, timelines, and work products including any that are different or supplemental to the RFP's scope of work. The selected consultant will work with the City to make any necessary adjustments to the work plan following contract execution.
- **TAB 9 – Similar Projects:** Describe no less than five (5) similar projects undertaken by the consultant team. The City prefers to see projects completed within the last ten (10) years.
- **TAB 10 – References:** Provide contact information for no less than three (3) references for relevant projects completed by the consultant team. The City prefers to receive references for projects completed within the last five (5) years.
- **TAB 11 – Preferred Interview Times:** The City reserves the right to award a contract based only on proposals; however, the City may desire to conduct interviews among selected finalists. Should interviews occur, they will be conducted via Microsoft Teams on Thursday, February 8. For each interview start time listed below (all times Central), indicate whether the consultant team is "Available" or "Unavailable." The City reserves the right to schedule interviews based on the availability information provided by all Responders. The City also reserves the right to modify the schedule and/or reschedule interviews to a different date/time in coordination with Responders as necessary.

9:00am
10:30am
1:00pm
2:30pm
4:00pm

- **TAB 12 – Additional Supporting Documentation:**
 - Prime and Sub-Respondents: Conflict of Interest Form (per Section 3.14)
 - Prime Respondent: Certificate of Interested Parties – Form 1295 (per Section 3.15)
 - Prime Respondent: Proof of Insurance: One copy completed and singed. A "for information purposes only" copy is acceptable. The awarded Contractor will be required to provide their certificate of insurance prior to contract award.
 - Attach copies of contractor's license, certifications, or any other documentation not referenced under another tab.
- **TAB 13 – Deviations from Request for Proposal:** (Reference Attachment C- EXCEPTIONS AND ALTERNATIVES FORM) Proposer is to indicate any deviations being offered in lieu of specified language referenced in the solicitation.

3.5 CONTACT QUESTIONS

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

Purchasing Representative: Julie Gohlke, Assistant Purchasing Manager, via email
JGohlke@newbraunfels.gov

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

Questions – RFP 24-008: Park and Recreation System Master Plan

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

3.6 RESPONSES TO QUESTIONS/INQUIRIES

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

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

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

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

3.7 SOLICITATION UPDATES

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

3.8 EXCEPTIONS AND DEVIATIONS

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

3.9 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.

3.10 PROPOSALS AND MATERIALS SUBMITTED

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

3.11 SAFEGUARDING OF INFORMATION AND DATA

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

3.12 WHAT IS NOT ACCEPTED

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

3.13 NON-NEGOTIABLE TERMS

The following terms or conditions are not negotiable:

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

3.14 CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

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

Form CIQ is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

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

3.15 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

A proponent that will be awarded a contract that is greater than \$25,000 is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission (“TEC”) website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the City prior to the award of the contract. A contract, including a City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the vendor.

SECTION 4

PROJECT DESCRIPTION AND SCOPE OF WORK

4.1 INTRODUCTION

The City of New Braunfels, Texas, is seeking proposals from qualified consulting firms to provide professional services for the City to develop a Systemwide Parks and Recreation Master Plan. The plan will serve as a comprehensive update to the City's 2017 master plan and should establish short-, medium-, and long-term priorities for providing an appropriate level of service that balances community need, available resources, and quality experiences.

4.2 BACKGROUND:

Since 1845, the City of New Braunfels has provided a unique and diverse quality of life for its residents, visitors, and business community. Known for its German and Hispanic heritages, New Braunfels covers roughly 45 square miles, has a growing population over 115,000, and has been named one of the fastest-growing cities in the nation while also being named one of the best 50 places to live in the United States.

Nestled at the edge of the Texas Hill Country, New Braunfels is conveniently located between the San Antonio and Austin metro areas along the I-35 corridor. Two idyllic rivers, the Comal and the Guadalupe, run through the heart of New Braunfels. The City is also home to the world-famous Schlitterbahn Waterpark, Texas' oldest dancehall Gruene Hall, Texas' oldest bakery Naegelin's Bakery, and the 10-day salute to sausage known as Wurstfest.

The City of New Braunfels is a home-rule city operating under a council-manager form of government. All powers of the City are vested in an elected council, consisting of a mayor and six council members. The City Council enacts local legislation and determines City policies. The City government provides a broad range of goods and services to its citizens, operates with seventeen (17) departments/divisions and has over 650 full time employees.

The New Braunfels Parks and Recreation Department (PARD) oversees 740 acres of park land including 41 parks, two recreation centers, two historic cemeteries, an aquatic center, 18-hole championship golf course, Nature Education Center, Comal River Tube Chute, miles of trails, and other specialty facilities. Three successful bond packages in 2013, 2019, and 2023 have provided more than \$110 million for park development and improvements. The Department is CAPRA accredited, received the 2023 Texas Recreation and Park Society Gold Medal Award, and was a finalist for the 2023 National Gold Medal Award.

4.3 PROJECT PRIORITIES

The following priorities carry significant weight in the selection of a consultant and the desired outcome of the project:

- The Master Plan should create flexible and scalable short-, medium-, and long-term strategies.
- The Master Plan should help balance significant community growth, the upkeep of existing facilities, and limited financial and human resources.
- The Master Plan should reflect achievable best practices to position the agency as the best parks and recreation system of its kind in the United States.

4.4. SCOPE OF WORK

The Scope of Services for the selected consultant team is listed below. All scope items (except those noted as optional) must be completed for the successful completion of the project. Responders are welcome to suggest modifications to this scope as long as it is clearly demonstrated that the intent of each element of the scope listed below would be substantially and effectively performed.

1. Project Initiation & Management

- 1.1. Project Initiation Meeting*** – The consultant shall conduct one (1) project initiation meeting with Core Team and/or Technical Advisory Group.
- 1.2. Project Plan** – The consultant shall develop a document summarizing project schedule, scope, budget, team roles, risks, and other project attributes requiring active management throughout the project. The consultant shall update the project upon the completion of milestones and/or following major changes to project attributes.
- 1.3. Project Status Meetings*** – The consultant shall conduct regular progress and coordination meetings (approximately two 1-hour meetings per month) with the City Project Manager and/or Core Team until project closeout.
- 1.4. Project Status Reports** – The consultant shall submit monthly written reports of progress against the Project Plan until project closeout.

2. Data Collection & Review

- 2.1. Initial Data Request** – The consultant shall deliver a document identifying all initial background and reference information requested by the consultant team. The data request list may be amended or revised as necessary throughout the duration of the project.
- 2.2. Data Review*** – The consultant shall review the 2017 Park and Recreation Master Plan, park master plans, and other requested data. Many plans can be found [here](#).
- 2.3. Key Staff Interviews*** – The consultant shall conduct an estimated eight (8) individual or small group interviews with key City staff for the purposes of building a strong contextual understanding early in the project. The participants and details of these meetings will be developed in coordination with the City Project Manager.
- 2.4. System Tour* (optional)** – The consultant may opt for a half- or full-day tour of the New Braunfels park and recreation system. The proposal should indicate if a system tour is desired.

3. Community Profile & Engagement

- 3.1. Demographic and Market Analysis** – The consultant shall conduct an analysis to assess the service area's current demographics, changes over time, and projected trends. Conventional demographic measures should be included as well as indicators of recreational market trends. Psychographic measures may also be included.
- 3.2. Benchmark Analysis** – The consultant shall compare the City of New Braunfels to five (5) other relevant peer agencies across fifteen (15) population-based Level of Service metrics (e.g., acres of parkland, miles of trail, recreation center square footage). The consultant will work with the City to identify the peer agencies and metrics, and to collect the data.
- 3.3. Statistically Valid Community Survey** – The consultant shall conduct a City-wide, statistically-valid, community needs assessment survey with a confidence level and margin of error that accurately represents the community.
- 3.4. Engagement Plan** – The consultant shall develop a document identifying a plan for engagement with stakeholders and the general public. The Engagement Plan should specify audiences, methods, timeframes, and project team roles. Iterative City review and leadership approval may be required. The consultant shall update the Engagement Plan following major changes to the planned approach.
- 3.5. Stakeholder Engagement*** – The consultant shall conduct stakeholder engagement per the approved Engagement Plan. City staff may be available to support stakeholder engagement activities.

- 3.6. **Public Engagement*** – The consultant shall conduct public engagement per the approved Engagement Plan. City staff may be available to support public engagement activities.

4. Park and Recreation System Analysis

- 4.1. **Park and Facility Assessment** – The consultant shall conduct a general assessment of all City park and recreation facilities. The assessment should focus on condition, deficiencies, and opportunities at each site. The City has conducted an internal assessment of many parks and facilities and will make this information available to the consultant to validate, but the City's assessments should not be used as a substitute of the consultant's assessments. The City Project Manager will collaborate with the consultant on the development of an assessment form and help to arrange logistics.
- 4.2. **Recreation Assessment** – The consultant shall conduct an evaluation of all recreation programs, services, and events. The assessment should identify how existing recreation services meet (or do not meet) current community needs. It should also identify current service and facility gaps, and provide recommendations to meet future needs.
- 4.3. **Partnership Inventory** – The consultant shall review and inventory all major PARD partnerships relevant to the provision of programs and operation/maintenance of parks and facilities. The desired outcome of this task is documentation of key partnerships, associated agreements, defined goals, and recommendations for improvement. The total number of partnerships is expected to total 10-20.
- 4.4. **Level of Service Analysis** – The consultant shall confirm/modify existing park classifications, assess current Levels of Service, and identify existing surplus/shortfalls in context of best practices, and estimate future Levels of Service based on population projections and other factors. The City encourages consultants to assess Level of Service beyond the traditional approach; rather, considerations such as condition, barriers, demographics, equity, and site/park program should be included in the analysis.
- 4.5. **Revenue Source Inventory** – The consultant shall identify and evaluate revenue sources for both operations and capital. The desired outcomes of this task are an inventory of existing revenue sources (plus any easy-to-implement "low hanging fruit" sources) as well as the identification of any use restrictions and an approximation of available funds for each. This is to ensure that both staff and the consultant have a comprehensive picture of available revenues that can be used for the master plan financial strategy and also as a general reference tool moving forward. It is expected that no more than 20 revenue sources will be identified. It is NOT the intention of this task to obtain lists of potential grants or new revenue ideas that do not align with the City's policies, frameworks, or values.

5. Plan Development

- 5.1. **Draft System Plan** – Using all components and task items above, the consultant shall develop a draft system plan. The plan should show what needs to be done to provide an equitable distribution of parks, trails, facilities, programs, and other experiences. It should also identify what projects or initiatives are required to address service gaps or other deficiencies. It is envisioned that sophisticated GIS analysis and mapping will aid in the development of the draft plan.
- 5.2. **Prioritization of Capital Projects** – The consultant shall provide a prioritized list of recommended capital improvement projects by park and by type of project. Estimated costs and timeframes should be included, as well as recommended revenue source(s).
- 5.3. **Strategic Action Plan** – The consultant shall provide a strategic action plan organized by short-, medium-, and long-term action items. The strategic action plan should translate any plan recommendations into action items and thus be reflective of the entire master plan.
- 5.4. **Design Standards Manual** – The consultant shall develop a Design Standards Manual to assist City staff in the development of new public parks, the improvement of existing parks, and the review of designs for private parks built by developers through the park land dedication ordinance. The standards should be reflective of existing parks and seek to bring consistency and uniformity to the

system, while allowing opportunities for signature areas to express their own compatible design theme. The outcome of this item should be a concise standalone document that can be used by staff, consultants, contractors, and/or developers. Typical park and trail amenities should be included with the exception of signage and wayfinding. The City understands that this scope item is scalable and seeks a product that is brief and focused on essential information rather than one that is heavily detailed and verbose.

- 5.5. **One-page Park Master Plans** – The consultant shall develop one-page park master plans for not to exceed ten (10) neighborhood or community parks. The specific parks will be determined in collaboration with the City, but are envisioned to represent parks with obsolete or no master plans. The consultant may wish to use design charette(s) or a similar approach for efficiency. Public engagement will need to be incorporated into this process.
- 5.6. **Final Master Plan Preparation, Production, and Presentation** – Based on comments from the City, the consultant shall revise draft documents and produce a final Master Plan plus ancillary material. No more than three (3) in-person presentations of the final plan will be required.

NOTES

- All scope items with the exception of those noted with an (*) are deliverables to be provided to the City.
- The City reserves the right to a ten (10) business day review period for all deliverables.
- All scope of work deliverables may be provided electronically to the City Project Manager.

SECTION 5

QUALIFICATIONS AND EVALUATION CRITERIA

5.1 SELECTION PROCESS

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

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

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

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

1. Proposer's Qualifications, Abilities, and Reputation: (30 points)

- 1.1 Proposer's demonstrated competence and experience in providing the requested services, including the quality of Proposer's references from past and present clients.
- 1.2 The qualifications, education, and experience of the team members proposed by Proposer to conduct and supervise its services for the City.
- 1.3 Proposer's past relationship with City, and/or Proposer's experience performing the requested services for entities similar in nature.

1.4 Proposer's ability to perform the required services within the time periods projected, based on Proposer's demonstrated capabilities, staffing, financial stability, and creative resources.

1.5 Proposer's demonstrated awareness of the present environments and likely future developments related to the requested services.

2. Quality of Proposed Services: (30 points)

2.1 The overall demonstrated quality of Proposers' goods and/or services in accordance with the Scope of Work

2.2 Quality Control and Assurance Plan

2.3 Proposer's proposed work plan and preliminary timeline for completion of the scope of work

3. Cost: (30 points)

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

Responders should note that there is no specified budget for this project at this time due to the unknowns surrounding certain scope items, particularly those regarding stakeholder engagement, community engagement, and design standards. Responders submitting relatively high cost proposals will need to demonstrate a compelling understanding of the project, a well-developed methodology that supports it, and an approach that precludes amendments and change orders. Responders submitting relatively low cost proposals will need to demonstrate their ability to deliver all aspects of the scope of work at the high level of quality expected by the City. Responders have flexibility in how they express their fee proposals and may use ranges, contingencies, or other formats as long as it allows the City to understand the proposed total "not to exceed" cost, the specific scope areas where uncertainty exists, and a description of the information that will ultimately be used to refine the fee. Refer to Attachment A for additional information.

4. Responsiveness of Proposal: (10 points)

The extent to which Proposer's response relates to the specific environment, requirements, and needs of City; the quality and level of substantive detail, and clarity of content provided in Proposer's response.

5. Threshold Criteria Not Scored:

1.1 Ability of City to comply with laws regarding Historically Underutilized Businesses; and
1.2 Ability of City to comply with laws regarding purchases from persons with disabilities.

6. Supplemental Consideration. As a supplement to the above-described criteria, City may give consideration to any additional information and documentation submitted by a Proposer if City

deems such information to be relevant, and to serve the best interests of, and provide the best value to, City.

TOTAL POSSIBLE POINTS: 100

7. **OPTIONAL-** The City may determine that it is necessary to interview short-listed firms prior to making a recommendation to the City Council. The City reserves the right to determine whether an interview will be conducted for every solicitation/project.
8. **Pass/Fail: Availability**—The firm must be able to start the project immediately and complete all work as specified. Please include availability and ability to commit to successful and expeditious completion of the management and administrative work. Availability shall be defined in the Cost Proposal Form (Tab 2)

5.2 Other Considerations. The City reserves the right to request additional information or consider historical information and facts, whether gained from the Proposal, references, or any other source, in the evaluation process, including 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 RFP or subsequent contract, and any working relationships, past or present, a respondent may have with its other clients.

5.3 Respondent should be aware that the contents of the successful Proposal response will become part of subsequent contractual documents.

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

5.5 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.

5.6 LIMITATIONS

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

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

5.6.3 City Council Approval Required. The City of New Braunfels City Council must approve the respondent selected to provide the services requested in this RFP. The City reserves the right to authorize contract negotiations to begin without further discussion with respondents

submitting a response. Therefore, each Proposal should be submitted as completely and accurately as possible. The City reserves the right to request additional data, oral discussions, or presentations in support of the written Proposal.

5.6.4 Respondent's Obligation Regarding Evaluation:

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

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

5.6.6 Lobbying Prohibited. Proponents are prohibited from directly or indirectly communicating with City Council members regarding the Proponent's qualifications or any other matter related to the eventual award of a contract for the services requested under this RFP. Proponents are prohibited from contacting city staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the proponent from the selection process.

5.7 PROPOSAL SPECIFICATIONS

5.7.1 Modification or Withdrawal of Proposal. Proposals cannot be altered or amended after the submittal deadline. Proposals may be modified prior to the deadline only by providing a written notice by mail or email) to the Purchasing Representative at the address shown herein. A submitter's Proposal 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 Proposal. **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 proposer to withdraw a Proposal due to a material mistake in the Proposal.

SECTION 6

CONTRACT TERMS AND CONDITIONS

6.1 CONTRACT TERM

Should a contract be awarded as a result of this solicitation, the Agreement shall become effective upon the date of the final signature and shall remain in effect through the completion of the project and acceptance of all deliverables.

6.2 GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Sample Agreement (ref. APPENDIX ONE) or, in the sole discretion of the CITY, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will redline attached Agreement (ref. APPENDIX ONE) and include redlined Agreement as part of its proposal in accordance with Section 3.8 of this RFP. Proposer's exceptions will be reviewed by the CITY and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then the CITY may consider Proposer's exceptions when the CITY evaluates the Proposer's proposal.

ATTACHMENT A

COST PROPOSAL FORM

Proposal of: _____ (Proposer Company Name)

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

OFFER TO: CITY OF NEW BRAUNFELS:

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

ADDENDA:

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

OBLIGATION:

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

NON-COLLUSION:

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

SUBMITTAL REQUIREMENTS:

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

PRICING DETAILS

This Cost Proposal Form must identify the fee necessary to perform the services identified in the scope of work.

- **Provide a breakdown of personnel, hours, and fees for each item in the scope of work (i.e., 1.1, 1.2, 1.3, etc.) for the primary firm and any subcontractors.**

- Include direct costs only and clearly distinguish between professional fees, contract fees, travel costs, necessary supplies/materials, production costs, and other estimated reimbursable expenses (if applicable, describe). (Separate sheet may be attached)
- Indirect rates or overhead costs will not be allowed under this contract.
- Refer to Section 5.1 Item 3 for additional information on the project budget
- Clearly identify the overall proposed “not to exceed” fee inclusive of all costs.

○ Total Project Not To Exceed: \$_____

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

COST PROPOSAL FORM – SIGNATURE PAGE

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

Company Name _____ Date _____

Signature of Person Authorized to Sign _____ Title _____

Printed Name _____ Email: _____

ATTACHMENT B
COMPANY INFORMATION AND CERTIFICATIONS

1. Company Information:

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

2. Subcontractor(s), if applicable:

- Subcontractor(s) will not be used to complete this contract.
- Subcontractor(s) will be used to complete this contract. (*Attach a list if additional space is necessary.*)

Subcontractor Name: _____

Percentage (%) of Total Contract: _____

Mailing Address: _____

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

Name: _____

Title: _____

Office Location: _____

Mailing Address: _____

* Telephone Number: _____ Fax Number: _____

Email Address: _____

** Emergency Contact Number for After-Hours Service: _____

* 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).

4. If awarded, Respondent shall indicate preferred method for which City is to notify Awarded Contractor of purchase orders:

Purchase Orders shall be communicated via: (*check all that apply*) ____ Phone ____ Fax ____ Email

Contact Person: _____

Phone: _____

Fax: _____

Email Address: _____

VENDOR CERTIFICATIONS

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 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. GOVERNMENT CODE TITLE 10 SUBTITLE F VERIFICATIONS:

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

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

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

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

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

D. Pursuant to Section 2274 of the Texas Government Code and Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott and will not boycott certain energy companies; and (2) will not boycott certain energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement. Yes No

E. Pursuant to Section 2274 of the Texas Government Code and Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Yes No

ACKNOWLEDGEMENT

THE STATE OF _____

COUNTY OF _____

I certify that I have read all of 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

ATTACHMENT C

EXCEPTIONS AND ALTERNATIVES FORM

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

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

No Exceptions Taken
 Exceptions Taken – *See attached (Include in Tab 9)

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

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

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

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

(Authorized Signature)

Date

(Title)

APPENDIX ONE

SAMPLE AGREEMENT

Attached and incorporated hereto.