

CITY OF NEW BRAUNFELS



REQUEST FOR PROPOSALS

HEALTH BENEFIT – EMPLOYEE VISION INSURANCE

Solicitation # RFP 22-020

Date Issued: April 25, 2022

RESPONSES MUST BE RECEIVED **NO LATER THAN:**
3:00 P.M. CST May 12, 2022

New Braunfels Purchasing Department: Phone: 830-221-4081
Email: pmcdonald@nbtexas.org



SOLICITATION AND OFFER

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

Solicitation Number: RFP 22-0xx Health Benefit – Employee Vision Insurance	<input type="checkbox"/> Invitation for Bid (IFB) <input checked="" type="checkbox"/> Request for Proposals (RFP)	Date Issued: April 25, 2022
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SOLICITATION

Respondents must submit sealed Proposals containing one (1) signed original hardcopy and two (2) in electronic format (USB). Electronic Bid submissions do not require original hardcopy and USB to be submitted.

Questions concerning RFP must be received, by email only, prior to **5:00P.M. CT on May 4, 2022**.
 Proposals will be received at the Office of the City Secretary at the address shown above until: **3:00 P.M. (CT), May 12, 2022**.

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

For information regarding this solicitation, contact: <small>(NO collect calls, Telegraphic, Email, On-Line or Fax offers accepted)</small>	Paige McDonald Assistant Purchasing Manager 830-221-4081	Email: PMcDonald@nbtexas.org
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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.) 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; **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: Fax Number:
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Signature:	Date:
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Name, Address and Telephone Number of Person authorized to conduct negotiations on behalf of Respondent. <small>(Applies to Request for Proposal only)</small>	
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SECTION 3

RFP INSTRUCTIONS FOR PROPOSAL

3.1 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.nbtexas.org/2694/Active-Solicitations>
- or upon request by email: pmcdonald@nbtexas.org

Questions relating to definitions, interpretations, and/or requests for clarification must be in writing and directed to: pmcdonald@nbtexas.org

3.2 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 22-020 Health Benefit – Employee Vision Insurance
Proposal Due Date: May 12, 2022, 3:00 P.M. CT"**

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 **MANUALLY 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) If you need clarification or have any question as to the true meaning of specifications or any other document in the solicitation, your concerns must be submitted in writing to the City's Purchasing Representative, via email only, on or before seven (7) calendar days prior to scheduled opening of Proposals. Late requests will not be honored. Timely requests will be interpreted or otherwise clarified by issuance of an addendum to the solicitation distributed to all sources that received a set of the solicitation. No other interpretations or clarifications will be provided prior to award.
- (g) The following items request information that the Evaluation Committee will utilize to evaluate the Proposal. Failure to provide any of the information below may result in a Proposal being deemed non-responsive and therefore not considered in the selection process.

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

To achieve a uniform review process and to obtain a maximum degree of comparability, the City of New Braunfels requires that Proposals be submitted with **one (1) original master (marked 'original'), and two (2) USB electronic copies 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 Acknowledgment of any Addendum issued on this solicitation,** if applicable.
- **TAB 3 Cover Letter** - Name and address of the Respondent, as well as a brief description of the company and its history, and how this makes the Proposer qualified for this bid.
- **TAB 4 should contain the following documents:**
 - a. **Certificate of Insurance** One copy completed and signed (Refer to Section 3.10). **A "for information purposes only" copy is acceptable.** The awarded Contractor will be required to provide their certificate of insurance prior to contract award.
 - b. **Conflict of Interest Questionnaire** (per Section 6.20) Must be filed with the City Secretary **IF** the vendor has a business relationship as defined by Section 176.001(1-a) with the City and the vendor meets requirements under Section 176.006(a).
 - c. **Certificate of Interested Parties - Form 1295** (Refer to Section 6.21) This form will be requested from the awarded Contractor(s).
- **TAB 5 Capacity to Provide Full Scope** – (Refer to Section 5.3.1.B)
 - **This section will support requested items under Section 5.3.1.B Scope.**

- Include the following attachments Include the following attachments:
 - **ATTACHMENT B – COMPANY INFORMATION; and**
 - **ATTACHMENT C – RESPONDENT CERTIFICATIONS**
- **TAB 6 Plan Provisions and Network** - (Refer to Section 5.3.1.C)
- **TAB 7 Cost Proposal Form** – (Refer to Section 5.3.1.D) Attachment A

NOTE: Failure to submit Attachments A and B & C will deem your proposal non-responsive.

- **TAB 8 Additional Supporting Documentation** Attach copies of contractor’s license, certifications, or any other documentation not referenced under another tab.
- **TAB 9 Deviations from Request for Proposal** – (Reference Attachment E- EXCEPTIONS AND ALTERNATIVES FORM)
 - Proposer is to indicate any deviations being offered in lieu of specified language referenced in the solicitation.

3.3 PROPOSED SOLICITATION SCHEDULE

DATE	MILESTONE
April 25, 2022	RFP issued on https://www.bidnetdirect.com/texas/city-of-new-braunfels and https://www.nbtexas.org/2694/Active-Solicitations
May 4, 2022	Deadline to receive questions shall be 5:00 P.M.
May 12, 2022	Proposal submission deadline – 3:00 P.M.
July/August 2022	City Council considers award
October 1, 2022	Anticipated Contract

3.4 CONTACT FOR QUESTIONS

All *questions* concerning this solicitation shall be in writing, on or before **May 4, 2022**, to:

Purchasing Representative: Paige McDonald, Assistant Purchasing Manager, via email pmcdonald@nbtexas.org

All questions and/or clarification submittals shall identify the RFP in the subject line of the email message as follows: RFP 22-020 Health Benefit – Employee Vision Insurance

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.

3.5 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 <http://nbtexas.org/DocumentCenter/Home/Index/139>.

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.

Respondents shall be responsible for monitoring the City's website at <https://www.nbtexas.org/2694/Active-Solicitations> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

3.6 SOLICITATION UPDATES

Respondents shall monitor the BidNet Direct website (<https://www.bidnetdirect.com/texas/city-of-new-braunfels>) and the City's website (<https://www.nbtexas.org/2694/Active-Solicitations>) for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. It is the Respondent's responsibility to change the websites for current changes to the Solicitation documents.

3.7 EXCEPTIONS AND DEVIATIONS

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

3.8 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.

3.9 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.

SECTION 4

PROJECT DESCRIPTION AND SCOPE OF WORK

4.1 The City of New Braunfels is seeking proposals from qualified persons to provide Vision Insurance for the City's Employee Health Program, which is brokered by Holmes Murphy. The City of New Braunfels is fully committed to implement the chosen plan effective October 1, 2022.

4.2 BACKGROUND:

With its strategic location just off I-35 midway between San Antonio and Austin, only 7 miles from I-10 and less than 10 miles from the new state highway 130 route, New Braunfels is in the middle of one of the most dynamic growth areas in the country.

The City of New Braunfels' vision plan has been **fully insured with Superior Vision since October 1, 2017**. Approximately 466 employees and retirees participate in the City's fully insured Vision Plan. Holmes Murphy is the Broker of Record for the City, and all coverages will be net of commission.

A current census, summary plan description, claims information and pricing for each plan are attached with this RFP.

The City of New Braunfels' is requesting vendors to propose Fully Insured Vision. The City is most interested in developing a funding methodology and structure that will have long term financial stability. Your offer should align with these financial goals and it is encouraged that you propose creative options that take advantage of your company's strengths and would be the most financially advantageous.

4.3 PROPOSAL CONTENT:

The statements which follow request information that the Evaluation Committee will utilize to evaluate the proposal for the administration of vision. Failure to respond to on the provided spreadsheets may result in a proposal being deemed non-responsive and therefore not considered in the selection process.

1. **Pricing** using the Attachment A **included in this RFP**.
2. **All questionnaires** in an Excel format for the products on which you are bidding. In addition, everyone must submit a **2022 City of New Braunfels – General Information spreadsheet**.

SECTION 5

QUALIFICATIONS AND EVALUATION CRITERIA

5.1 SELECTION PROCESS

It is the intent of the City to make a single award on this solicitation, 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

5.2 QUALIFICATIONS

A. MINIMUM QUALIFICATIONS: Respondents; specifically, the business that will be contractually bound under the contract with the City of New Braunfels, will be deemed non-responsive and rejected without any further evaluation if they do not meet the following qualifications:

- The Respondent must have five years of experience performing work similar to the work described herein.
- The Respondent must have completed a minimum of three successful implementations in the past five years.

B. PREFERRED QUALIFICATIONS: The Respondent may be shortlisted and/or evaluated higher if they meet the following qualifications:

- Strong network access within the City of New Braunfels
- Competitive pricing
- Competitive benefits offering and member value

5.3 EVALUATION CRITERIA

The City of New Braunfels will review all Proposals submitted in response to this solicitation using the criteria presented below and rank each respondent. The 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.

5.3.1 Evaluation Standard; Evaluation Committee. A committee comprised of City of New Braunfels staff and potentially including board/commission members or other development stakeholders will evaluate the Proposals submitted. Proposals will be evaluated on evidence of understanding of the issues and challenges, the objectives to be achieved, and the technical and administrative capabilities in relation to the needs of the project. The following criteria are those that will be applied in the evaluation of the Proposal:

Evaluation Criteria:

A. 10 Points: Required Forms

- Submit all required forms contained in this RFP fully completed. The respondent's ability to prepare a complete and clear submission is indicative of their abilities to do the same with the services requested in the Scope of Work.

B. 50 Points: Scope, Management, and Approach

1. Provide a detailed narrative of the services proposed if awarded the contract. The narrative should include any options that may be beneficial for the City to consider.
2. Describe how the project would be managed and who would have primary responsibility for its timely and successful completion.
3. Briefly describe the approach to execute the scope of work to include the methods and assumptions used, and any exceptions and/or risks.
4. Describe the methods and timeline of communication that respondent will use with the City's Project Manager and other parties.
5. Identify what portion of work, if any, may be subcontracted or outsourced to subconsultants. Include all applicable information herein requested for each Professional.

C. 20 Points: Plan Provisions & Network

1. Plan Provisions - The respondent is required to provide a detailed list of benefits to be included within the RFP for evaluation.
2. Network – The respondent must specify and provide details surrounding network access for plan users.

D. 20 Points: Cost of Services

Complete the RFP proposal included herein and provide an explanation of how the cost and proposed hours were calculated for proposed milestones and any additional hourly rate pricing. The City will rank cost based on the respondents proposed plan. It is the intent of the City to work with the recommended vendor to finalize a custom plan and cost.

TOTAL POSSIBLE POINTS: 100

5.3.2 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.

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

5.3.4 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.

5.3.5 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.

5.4 LIMITATIONS

5.4.1 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.

5.4.2 Solicitation to Remain Subject to Acceptance. All solicitations will remain subject to acceptance for one hundred twenty (120) days after opening without taking action.

5.4.3 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.

5.4.4 Respondent's Obligation Regarding Evaluation:

a. 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 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.

5.4.5 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.

5.4.6 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.

5.5 PROPOSAL SPECIFICATIONS

5.5.1 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.

5.5.2 Inquiries. In order to ensure fair and objective evaluation, all questions related to this RFP should be addressed only to the persons named in Section 4.1 of this solicitation.

5.5.3 RFP Interpretation; Addendum. Any interpretations, corrections, or changes to this RFP will be made by addenda through:

- <https://www.bidnetdirect.com/texas/city-of-new-braunfels>
- and the City Website: <http://nbtexas.org/DocumentCenter/Home/Index/139>

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

SECTION 6

SPECIAL CONTRACT TERMS AND CONDITIONS

6.1 CONTRACT TERM

This contract shall begin upon the effective **October 1, 2022**, or the begin date specified in contract award, through the successful implementation of the selected Vision carrier.

6.2 CONTRACT CHANGES

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

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

If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract, whether or not changed by the order, the City will make an equitable adjustment in the contract price, the delivery schedule, or both, and will modify the contract. The Contractor must submit any "Proposal for adjustment" under this clause within 30 days from the date of receipt of the written order. However, if the City decides that the facts justify it, the City may receive and act upon a Proposal submitted before final payment of the contract.

6.3 DESIGNATED CITY HOLIDAYS

No deliveries or services will be required or accepted, unless specific prior arrangements have been made, on designated holidays as per the City’s approved holiday schedule.

<u>2022 HOLIDAYS</u>		
New Year’s Day	Saturday	January 1, 2022
Martin Luther King, Jr. Day	Monday	January 17, 2022
President’s Day	Monday	February 21, 2022
New Braunfels Founder’s Day	Friday	April 15, 2022
Memorial Day	Monday	May 30, 2022
Independence Day	Monday	July 4, 2022
Labor Day	Monday	September 5, 2022
September 11 Remembrance Day (Uniform Fire Dept. Personnel Only)	Friday	September 9, 2022
Comal County Fair Day (Excluding Uniform Fire Dept. Personnel)	Friday	September 23, 2022
Thanksgiving Day	Thursday	November 24, 2022
Day after Thanksgiving	Friday	November 25, 2022
Christmas Eve	Friday	December 23, 2022

6.4 CONTRACT

The contracted proposer will be selected based on the highest final score and any other criteria as outlined within the Request For Proposal (RFP). Quantities, services, and prices listed in the Scope

of Work and in the Respondent's response to this RFP may be subject to negotiation. Any agreements resulting from negotiation that differ from what is presented in this RFP or in the Respondent's response shall be documented and included as a part of the final contract.

In the event that negotiations are conducted, and an agreement cannot be reached, the City reserves the right to enter into negotiations with the next highest ranked proponent without the need to repeat the formal solicitation process. After negotiation with the top-ranked proposer and upon staff recommendation, a contract will be defined, and an award recommendation will be presented to the New Braunfels City Council. The New Braunfels City Council will approve the final award of a contract for the services to be performed in accordance with this RFP. Submission of a Proposal indicates acceptance by the proposer of the conditions contained in this RFP unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between the City of New Braunfels and the proposer selected. The City of New Braunfels reserves the right without prejudice to reject any or all Proposals.

Refer to Sections 6 and 7 to view the terms and conditions of the City of New Braunfels' Professional Services Agreement to be signed by both parties if awarded a contract through this solicitation.

6.5.1 ELEMENTS OF CONTRACT

6.5.2 RFP. This Request for Proposals is an invitation for individuals and companies to submit Proposal.

6.5.3 Award is Acceptance. The selection of a respondent and award of an agreement by the New Braunfels' City Council based upon acceptance on the part of the City, thereby resulting in a binding agreement between the City and the selected respondent or individual.

6.5.4 Consideration. Consideration consists of the services to be performed under the contract awarded in exchange for compensation, based upon a final negotiated price, to be paid by the City to the selected respondent.

6.5.5 Agreement; Exceptions.

- a. Submission of a Proposal is a representation by a submitter that the submitting firm or individual agrees to the terms, conditions, and other provisions contained in the RFP, unless the submitter clearly and specifically presents in its Proposal any exceptions to the terms, conditions, and other provisions contained in the RFP.
- b. Exceptions presented in a Proposal are not to be considered incorporated into the agreement between the City and the selected firm or individual unless and until the City agrees to accept such exceptions.
- c. The selected proposer must acknowledge and agree that the negotiated agreement resulting from this RFP includes the terms, conditions, and other provisions contained in the RFP, the Proposal selected (including any exceptions accepted by the City) which is acceptable to the City and is not in conflict or contravention of the RFP, and any other documents mutually agreed upon by the City and the selected proposer. Said terms and conditions shall be applicable during the entire contract term.
- d. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFP or the resulting negotiated contract.

6.6 RIGHT TO TERMINATE: NOTICE REQUIREMENT

The City reserves the right to terminate the contract with the selected proposer for any reason or for no reason (without cause) during the term of the contract, or during any renewal, extension or amendment, by giving thirty (30) days written notice of such intention to terminate the contract to the selected submitter.

6.7 SELECTED PROPOSER OBLIGATION TO MAKE REPORTS

The Proposer selected and awarded an agreement under this RFP shall be obligated as follows:

- a. The selected Proposer shall advise the City of errors or other discrepancies coming under observation during the progress of the services performed under the contract.
- b. The selected Proposer shall submit monthly reports to the City's designated contract manager.

6.8 Assignment; Transfer. The selected Proposer shall not sell, assign, transfer, or convey any contract or other benefits resulting from this RFP, in whole or in part, without the prior written consent of the City.

6.9 FORCE MAJEURE

- a. In the event performance by the selected Proposer of its obligations under this contract shall be interrupted or delayed by or as a consequence of a fire, flood, or other act of God, war, insurrection, civil disturbance, or act of state, the selected Proposer shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith.
- b. Selected Proposer shall notify the City of any matter covered above, the occurrence of which interferes or threatens to interfere with the performance of any of its obligations under the contract. Upon such notice, the selected Proposer and the City shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the contract.

6.10 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.

RFP 22-002 – Health Benefit -Employee Vision 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
(combined single limit, each incident		
Personal Injury Protection (PIP)	-	\$ 5,000

 - b. Commercial General Liability (Including Contractual Liability)

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

 - c. Professional Liability Errors and Omissions

Per Occurrence	-	\$ 300,000
Aggregate	-	\$ 500,000

 - d. Worker's Compensation

Employers Liability	-	As Statutorily required
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.

6.11 PAYMENT AND INVOICING REQUIREMENTS

- (a) Payments. Payments will be made by check or warrant by City upon satisfactory delivery of services and submission and acceptance of Contractor’s INVOICE to the address below, or as indicated on Purchase Order.

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

Email Address: AccountingTechnicians@nbtexas.org

- 1. All payment terms will be “Net 30 Days” unless otherwise specified in the solicitation.
- 2. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- 3. The City may withhold or set off the entire payment or part of any payment otherwise due the Vendor to such extent as may be necessary on account of:
 - a. Reasonable evidence that the Vendor’s obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

- b. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

- (b) Invoices. The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the vendor for any reason.

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

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

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

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

6.12 INDEPENDENT CONTRACTOR

The selected Proposer will be an independent contractor under the contract. Professional services provided by the selected Proposer shall be by the employees or authorized subcontractors of the selected Proposer and subject to supervision by the selected Proposer, and not as officers, employees or agents of the City. Selected Proposer will be required and agrees to comply with all state and federal employment laws as well as all other federal, state and local laws, rules and regulations affecting the performance of all obligations taken herein.

6.13 SUSTAINED DAMAGES

In the event the City terminates the awarded contract for any reason, the selected Proposer shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the selected Proposer or otherwise, and the City may withhold any payments to the selected Proposer for the purpose of an offset until such time as the amount of damages due the City from the selected Proposer can be determined.

6.14 CONFIDENTIALITY OF DOCUMENTS

- a. ALL STATEMENTS OF QUALIFICATION SUBMITTED WILL BE SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT.
- b. In the event a request for public information is filed with the City, which involves a Proposer's proprietary information submitted to the City in a proposal, the Proposer affected by such public information request will be notified by the City of the request in order to give the affected Proposer an opportunity to respond to the request.

- c. On each page where confidential information appears, the Proposer must label the confidential information. Failure to so label the confidential information shall be considered as a waiver of any confidentiality rights or interests by said Proposer.
- d. Marking your entire Proposal *CONFIDENTIAL/PROPRIETARY* is **not** in conformance with the Texas Open Records Act.

6.15 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.

6.16 INDEMNIFICATION

Respondent hereby agrees to protect, indemnify and hold harmless the City, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of Respondent, its officers, employees, servants, agents or subcontractors, or anyone else under Respondent's, direction and control, and arising out of, resulting from, or caused by the performance or failure of performance of any work or services called for by this Agreement, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, Respondent shall be obligated to indemnify Indemnitee(s) as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

Respondent is not responsible for the actions of the City's contractor to perform the construction of the improvements covered under this Agreement.

Acceptance and approval of Proposer's documents received by the City shall not constitute nor be deemed a release of this responsibility and liability of Respondent, its employees, associates, agents and respondents for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by Respondent, its employees, contractor, agents and respondents.

Respondent agrees that it is an independent contractor and not an agent of the City, and that Respondent is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve City of any responsibility or liability from treating Respondent's employees as employees of City for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. Respondent further agrees to indemnify and hold City harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of Respondent.

Respondent shall defend and indemnify Indemnitees against and hold City and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by Respondent in performing this Agreement.

6.17 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

6.18 MISCELLANEOUS

6.18.1 All costs directly or indirectly related to the preparation of a response to this Proposal shall be the sole responsibility of and shall be borne by the Proposer.

6.18.2 During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposer, or to allow corrections of errors or omissions.

6.18.3 The City reserves the right to retain all proposals submitted and to use non-confidential information in a Proposal regardless of whether or not that RFP is selected.

6.18.4 Each RFP shall state that it is valid for a period of one hundred twenty (120) days from the date of opening of the RFP by the City.

6.19 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.

6.20 CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

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

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.

If requested in the solicitation document, 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.

6.21 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 7
GENERAL TERMS AND CONDITIONS**

ATTACHMENT A

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 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.

ATTACHMENT B
COMPANY INFORMATION

1. Company Information:

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

ATTACHMENT C
VENDOR CERTIFICATIONS

The Proposer is required to submit the following information to Owner for consideration:

Provide responses that are clear and comprehensive.

Company name: _____

1.

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

Answer all questions 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 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**

SEE NEXT PAGE FOR ACKNOWLEDGEMENT

ACKNOWLEDGEMENT

THE STATE OF _____

COUNTY OF _____

I certify that I have read all of the specifications and general RFP requirements and do 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 D

EXCEPTIONS AND ALTERNATIVES FORM

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

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

- No Exceptions Taken
- Exceptions Taken – *See attached (Include in Tab 10)
**Note that if any exceptions are taken, all required information must be submitted as an attachment*

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

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

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

(Authorized Signature)

Date

(Title)