



CITY OF BROWNSVILLE  
PURCHASING & CONTRACT SERVICES DEPARTMENT

**Request for Proposals  
for a Term Contract  
for Temporary Employment Services  
for the City of Brownsville**

**PROPOSAL # PTE-12-1210**

**PRE-PROPOSAL MEETING: April 9, 2010  
PRE-PROPOSAL TIME: 11:00 a.m.**

**PROPOSAL DUE DATE: April 20, 2010  
PROPOSAL DUE TIME: 4:00 P.M.**



## Acknowledgment of Receipt

### Please submit this page upon receipt.

For any clarifications, please contact Mr. Roberto C. Luna, Jr., Purchasing Director, at the City of Brownsville Purchasing & Contract Services Department at (956) 548-6087 or e-mail: [purchasing@cob.us](mailto:purchasing@cob.us).

Please fax or mail this page upon receipt of R.F.P. package no later than due date.

**Fax: (956) 546-2711**

If you are unable to respond on this item, kindly indicate your reason for “**Not Responding**” below and fax back. This will insure you remain active on our vendor list.

Date: \_\_\_\_\_

**Yes, I will be able to submit a Proposal.**

**No, I will not be able to submit a Proposal for the following reason:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

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

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### **PLEASE NOTE:**

Please take a moment to register your Company with the City of Brownsville Purchasing Department or update your registration on our new form at the following web site address: <http://www.cob.us/purchasing/>



## SECTION I – SUBMISSION REQUIREMENTS

### 1. SUBMISSION OF PROPOSALS:

**One (1) original (marked original), four (4) copies, and one (1) electronic version (Acrobat PDF format only) of the proposal are to be submitted.** Once submitted, proposals become the property of City. Proposals must be signed by a duly authorized official of the Firm's/Contractor's organization. Proposals are due at 4:00 PM on April 20, 2010 in a sealed envelope and addressed to:

(Do not send proposals by registered or certified mail.)

Roberto C. Luna, Jr., Purchasing Director  
Purchasing & Contract Services Department  
City of Brownsville  
City Hall 1001 E. Elizabeth St., First Floor, Suite 101  
P. O. Box 911 - Brownsville, TX, 78520

**Mark Envelope & on the Outside of any carrier's box/envelope:**

**Request for Proposals  
for a Term Contract  
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RFP # PTE-12-1210**

**Proposal Due Date: April 20, 2010  
Proposal Due Time: 4:00 PM**

- A. Telegraphic proposals will not be considered.
- B. Proposals may not be withdrawn after the opening.
- C. The forms of proposals are outlined under the following section.

The City of Brownsville reserves the right to reject any and all proposals.

### 2. SUBMISSION OF REQUESTS FOR CLARIFICATIONS OR CHANGES:

All requests for approved equals, proposal modifications or clarifications must be received in writing, no later than, April 14, 2010, at 4:00 PM, Central Time, to Mr. Roberto Luna, Jr., Purchasing Director, City of Brownsville, City Hall 1001 E. Elizabeth St., First Floor, Suite 101, Brownsville, Texas, 78520. Fax requests will be accepted on or before this deadline at 956/546-2711, or e-mail at [purchasing@cob.us](mailto:purchasing@cob.us). Written responses to all requests will be postmarked at least five (5) calendar days prior to proposal opening. Any responders wanting these responses to be returned by one-day "overnight" mail should provide a completed "air bill", or other pre-paid postage envelope, showing the respondent's account number with the overnight express company.



3. TAXES:

The City of Brownsville is **exempt** from Texas State sales tax and federal excise taxes, and will issue exemption certificates upon request.

4. PROPOSAL REJECTION:

The City reserves the right to reject any or all proposals. It further reserves the right to waive technicalities and formalities, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City.

5. SINGLE PROPOSAL:

In the event a single proposal is received, the City will, at its option, conduct a price and/or cost analysis of the proposal and negotiate the award, or reject the proposal and re-advertise. A price analysis would be performed by comparing price quotations submitted on other current quotations, current price lists, or other established or competitive prices.

6. PROFESSIONAL LIABILITY:

In connection with the provisions of the Firm's obligation, the Firm shall indemnify and hold City of Brownsville and its employees harmless for any and all claims, lawsuits, legal expenses, and any other costs related to the performance or non-performance of this Agreement.

7. INSURANCE:

- During the term of the Agreement, the Contractor shall procure and keep in force the following insurances:
- Worker's Compensation Insurance protection all of its employees.
- General Liability and Property Damage Insurance, with limits, ONE MILLION DOLLARS (\$1,000,000).
- Agrees to name City of Brownsville – officials, officers, agents and employees as additional insured in said policy, and shall give the City at least thirty (30) days notice of any material change in or cancellation or non-renewal of such policies.

Shall provide the City, with either copies of these policies, or alternatively, Certificates of Insurance, to confirm such coverage.



8. PERSONNEL

The work is to be performed by competent and qualified personnel. Firms shall have at least one principal designated as an authorized firm's representative.

9. BASIS OF PROPOSAL AWARD – The contract will be awarded to the responsible and responsive responder meeting the specifications and having the lowest possible (negotiated) unit price of the proposal, consistent with the quality needed for effective use. All prices quoted will be firm. Award to successful Responder will be made by Commission action. The City of Brownsville ordinance requires that the contractor pay wages of the greater of \$8.50 per hour to the employee.

10. DEVIATION FROM SPECIFICATIONS

The firm shall include in their proposal a statement that their proposal meets all the provisions of these specifications. If the proposal does not meet the specifications or includes alternatives or variations to the specifications, these differences shall be clearly stated in all respects.

11. PREPARATION COSTS

The City will not be liable for any costs associated with the preparation, transmittal or presentation of any proposals or material submitted in response to the RFP.

12. INDEMNITY PROVISION

Contractor will indemnify and hold harmless the City its officers, employees, and representatives from and against all liability for any and all claims, suits, demands, or actions arising from or based upon any acts on the part of Contractor, its agents, representatives, or employees which may arise out of or result from Contractor's operations under this contract, regardless of whether such injuries death or damages are caused in whole or in part by the negligence of the City. It is the expressed intention of the parties hereto that the indemnity provided for in this contract is indemnity by Contractor to indemnify and protect the City from the consequences of the City own negligence, whether the negligence in the sole or concurring cause of the injury, death or damage.

This indemnity provision extends to any and all such claims, suites, demands or actions regardless of the type of relief sought thereby and whether such relief is in the form of damages, judgments, costs, reasonable attorney fees and expenses. This indemnity provision shall apply regardless of the nature of the injury or harm alleged and whether such claims are alleged at common law, statutory or constitutional. This indemnity provision, shall apply whether the basis for the claim, suit or demand be attributable in whole or in part to the Contractor, or any of its agents, representatives, or employees.



### 13. SPECIAL CONDITIONS

Comply with these special conditions.

Responders are advised that all City contracts are subject to all legal requirements provided for in the City charter and or City ordinances and State and Federal statutes.

Proposals not submitted on these forms will not be considered.

The City of Brownsville by receipt of proposals and/or execution of a contract with the successful respondent does not guarantee any minimum purchase of the items proposed upon. If a minimum quantity is specified in the proposal, it shall be the minimum amount of purchase for each purchase order.

No City employee or elected official of the City of Brownsville shall have a financial interest, direct or indirect, in any contract with the City or shall be financially interested directly or indirectly, in the sale to the City of any materials, supplies or services.

Proposer must remain in full compliance with Article 5, Administrative Provisions, Sub-Section 4, Qualifications of the City of Brownsville City Charter:

*“The mayor, commissioners, and other officers and employees shall not hold any other public office of emolument and shall not be interested in the profits or emoluments of any contracts, job, work, or service for the municipality, or interested in the sale to the city of any supplies, equipment, material, or articles purchased.”*

For more information please review the full text at:

[http://citysecretary.cob.us/article\\_v.asp](http://citysecretary.cob.us/article_v.asp)



## **QUESTIONS REGARDING PROPOSAL**

Questions regarding proposal should be addressed to:

Roberto C. Luna, Jr.

Purchasing Director

1001 E. Elizabeth, 1<sup>st</sup> Floor, Suite # 101

Brownsville, Texas 78520

Phone: 956-548-6087

Fax: 956-546-2711

Email: [roberto@cob.us](mailto:roberto@cob.us)

### **15. Restrictions on Lobbying Activity**

#### **A. Prohibited Contacts During Contract Evaluation**

A vendor/contractor or a vendor's/contractor's agent/representative is prohibited from contacting city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Proposal (RFP), a Request for Statements of Qualifications (RFQ-SOQ), a Bid Solicitation (IFB) or other solicitation has been released until the contract has been acted on by the City Commission. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by contractors, respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer.

#### **B. A Lobbyists or Vendor/ Contractor May Not Place City Official Under Personal Obligation**

A Lobbyist or a Vendor/Contractor or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any city official under personal obligation to the Lobbyist or Vendor/ Contractor.

#### **C. False Statements**

A lobbyist or the vendor/contractor or any of their agents/representatives cannot intentionally or knowingly make any false or misleading statement of fact to any city official, or cause a copy of a document with false information to be received by an official without notifying the official in writing of the truth. Likewise, a registrant who learns that a statement in a registration form or activity report during the previous 3 years is false must correct that statement within 30 days by written notification to the Office of the City Secretary.

#### **D. Use of False Identification**

A lobbyist or the vendor/contractor or any of their agents/representatives cannot communicate with a city official in the name of any fictitious person or in the name of any real person, without that person's consent.

#### **E. Improper Influence**



A lobbyist or the vendor/contractor or any of their agents/representatives cannot cause or influence the introduction of any ordinance, resolution, appeal, application, petition, nomination, or amendment for the purpose of later being employed as a lobbyist to secure its granting, denial, confirmation, rejection, passage, or defeat.

#### **F. Improper Representation**

A lobbyist or the vendor/contractor or any of their agents/representatives cannot represent that the person can control or obtain the vote or action of any city official.

#### **Disclosures and Requirements for City Vendors/Contractors**

Lobbyists are often retained for the purpose of assisting vendor/contractor seeking to do business with the city. The standards of conduct applicable to city contractors or other vendor/contractor of lobbyists are discussed below.

#### **A. Prohibited Contacts During Contract Evaluation**

A vendor/contractor or a vendor's/contractor's agent is prohibited from lobbying activities with city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Proposal (RFP), a Request for statements of Qualifications (RFQ-SOQ), a Bid Solicitation (IFB) or other solicitation has been released until the contract is posted as a City Commission agenda item. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer. There is a parallel no-contact provision for lobbyists and their agents.

#### **B. The City's Discretionary Contracts Disclosure Form**

When seeking a discretionary<sup>1[2]</sup> city contract, the contractor must submit a form disclosing:

- the identity of all parties to the contract;
- subcontractors;
- partners, parent or subsidiary business entities of any party to the contract;
- any lobbyist or public relations firm that has been employed for a purpose related to the contract.

The vendor/contractor must also disclose all political contributions<sup>2[3]</sup> totaling more than \$100 made by the parties or the other individuals or entities listed on the form made directly or indirectly to:

- any current or former member of City Commission, including the Mayor;
- any candidate for City Commission, including the Mayor;
- any political action committee (PAC) that contributes to City Commission elections.

Indirect contributions include contributions made by an individual's spouse or by the officers, owners, attorneys, or registered lobbyists of the entity. Indirect contributions



do not include contributions by owners of a business entity who hold less than 5% of the fair market value or voting stock of the entity. If a publicly traded corporation seeks to contract with the city, it will not be required to list contributions made by its shareholders whose holdings are less than 5%.

### **C. Chapter 176 of the Local Government Code**

Effective January 1, 2006, Chapter 176 of the Local Government Code requires all vendors or those who seek to contract for the sale or purchase of property, goods, or services with a local governmental entity to submit a completed “conflict of interest questionnaire” with the Office of the City Secretary within seven (7) days after the person:

- 1) begins contract discussions or negotiations; or
- 2) submits an application, response to a request for proposal or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

The questionnaire requires the vendor/contractor or contract seeker to disclose business or employment relationships with Commissioners, Mayor and the City Manager. The Texas Ethics Commission is responsible for drafting the questionnaire and a link to the form on the Texas Ethics Commission website is posted on the “Forms” page of the city’s ethics webpage. It is subject to change and anyone subject to the requirement should consult the TEC website to obtain the most up-to-date form.

Violation of Chapter 176 of the Local Government Code is a class C misdemeanor. Please consult your own legal counsel for questions about compliance.

### **D. Political Contribution Prohibition**

Any person or company official acting as a legal signatory for a proposed “high-profile” city contract cannot make a political contribution to any Commissioner or candidate from the time a Request for Proposal (RFP), Request for Statements of Qualifications (RFQ-SOQ) or Invitation for Bids (IFB) is issued or from the time negotiations or discussions for a contract for which no competitive solicitation begins until thirty (30) days after the contract is awarded.

The designation of “high-profile” is assigned in accordance with the City of Brownsville Purchasing Policy Manual.

1 City Official – the Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Brownsville.

2 “Discretionary contract” means any contract other than those which by law must be awarded on a low or high qualified bid process. They do not include contracts subject to Section 252.022(a)(7) of the Texas Local Government Code or those contracts not involving an exercise of judgment or choice.

3 Political contributions include both campaign and officeholder contributions.

4. “High-Profile”- A designation of profile assessment, based on contract value, level of community interest, non-competitive acquisition, and contract complexity.



16.0 **NON-APPROPRIATION CLAUSE**

Notwithstanding any provisions of this agreement, the parties agree that the services are payable by city from appropriations, grants, and monies from the General Fund and other sources. In the event sufficient appropriation, grants, and monies are not made available to City to pay these services for any fiscal year, this Agreement shall terminate without further obligation of City. In such event, the City Manager of City shall certify to contractor that sufficient funds have not been made available to City to meet the obligations of this Agreement; such certification shall be conclusive upon parties.

17.0 **AUDIT**

The City of Brownsville reserves the right to audit the vendor for Certificate of Occupancy, books and records relating to the performance of this contract. The City of Brownsville, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract.

18.0 **Force Majeure**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

19.0 **Terms**

The initial term of this contract will be one (1) year from the date of award. The City may, unilaterally, extend the contract for two (2) additional one (1) year each thereafter; if mutually acceptable to the supplier and the City of Brownsville – Human Resource Department.

20.0 **Selection**

A selection committee will select three (3) firms from those responding to this request for proposals, which appear best qualified relative to the evaluation criteria listed herein. The committee will then rank the firms in order of preference. The highest three (3) ranked firms will be recommended to the City Manager and the City Commission requesting authorization to negotiate a contract on a rotation list basis.

21.0 **Applicable Laws**

This Bid shall be governed exclusively by the laws of the State of Texas and the courts thereof. The parties further stipulate that this Bid was entered into in Cameron County, Texas and that proper venue lies exclusively with the District and County Courts of Cameron County, Texas.



Request for Proposals for a Term Contract for Temporary Employment Services for the City of Brownsville  
RFP # PTE-12-1210

**Request for Proposals  
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RFP # PTE-12-1210

**THIS PACKAGE CONSISTS OF:**

1. General Conditions and Instructions to Respondent
2. Specific PROPOSAL Conditions
3. Specific Specifications
4. Price Quotation Sheet
5. Personnel Information List
6. Site Check List
7. Evaluation Criteria Score Sheet
8. Disclosure of Interests
9. Statement of Non-Collusion
10. Disclosure of Interests
11. Vendor acknowledgment form.

**PRE-PROPOSAL MEETING:**

**LOCATION:** City of Brownsville  
Purchasing & Contract Services Department Conference room  
Located at City Hall  
1st Floor, Suite # 101, Brownsville, Texas 78520

**DATE & TIME:** April 9, 2010 at 10:00 A.M.

The contract requirements will be reviewed at this time.

**PROPOSALS MUST BE SUBMITTED PRIOR TO: April 20, 2010 at 4:00 P.M.**

**TO:** City of Brownsville  
Purchasing & Contract Services Department  
City Hall 1001 E. Elizabeth St., 1<sup>st</sup> Floor, Suite # 101  
P. O. Box 911  
Brownsville, Texas 78522-0911



Mark sealed PROPOSAL envelope on outside:

**Request for Proposals  
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RFP # PTE-12-1210**

**GENERAL INTENT, REQUIREMENTS AND CONDITIONS**

**1.0**

The City of Brownsville, hereinafter referred to as “the City”, is soliciting proposals for Temporary Employment services. It is the City’s desire to contract with multiple companies who can provide temporary employment services on an as needed basis and determine the best value for the City.

Begin each section and subsection described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the Offeror indicated clearly at the upper right corner. To assure consistency, proposals must conform to the following format:

**A. Table of Contents**

Responses shall include a table of contents properly indicating the section and page numbers of the information included.

**B. Introduction**

Responses shall include a summary of the Offeror’s understanding of the City’s needs and objectives and the Offeror’s unique qualifications and services.

**C. Technical Requirements**

Information requested in the section on Technical requirements must be completed and included in your RFP.

**D. References**

The Offeror shall include three (3) municipal/governmental references for which the Offeror has provided Temporary employment services. References shall include the agency’s name, address, telephone number, and current contact person for each reference. References must be documented on the attached forms. References for projects where the responding firm was the prime contractor are preferred.

**E. Contract**

Enclose a copy of your standard contract. Indicate any clauses that are conditional or non-negotiable.



## TECHNICAL REQUIREMENTS

This section shall address detailed technical requirements as outlined below and Offeror's shall address each item in their response.

- 1.1 Purpose: The City of Brownsville, is seeking proposals for the provision of temporary employment services, as described below.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the City of Brownsville intends to govern the relationship between it and the selected vendor.

- 1.2 Scope: The Contractor will supply personnel to the City of Brownsville to fill job titles in clerical / office support and custodial categories. Occasionally personnel will be required at the City of Brownsville locations. See **Attachment A** for a list of the required job titles, with an estimated volume of activity, and a description of the major duties required of each job title.

The duration of employment will vary depending on the specific needs of the hiring department, ranging from one (1) day to up to six (6) months maximum.

Occasionally a temporary vacancy may evolve into a regular employment opportunity. If this were to occur, the temporary employee may apply for the position and may be hired through a competitive process after internal candidates have been considered. Contractor will not charge a finders fee or any similar fee for providing candidates to the City of Brownsville.

The City of Brownsville will have the option to request employment services during the contract which are not listed on Attachment A. Pricing for such employee will be negotiated with the selected agency at time of request.

- 1.3 Pre-screening: The Contractor shall administer all necessary pre-qualifying tests to determine that each employee meets the requirements of each job. These tests may include, as appropriate, physical examinations, Pre-Employment Drug Screening (DOT or NON-DOT), criminal background checks, and verification of licenses and certifications.
- 1.4 Follow-up: The Contractor shall follow-up directly with the hiring department to determine each employee is meeting or has met the requirements of the job title to the satisfaction of the department within eight (8) hours of placement.



Request for Proposals for a Term Contract for Temporary Employment Services for the City of Brownsville  
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- 1.5 Reports: The Contractor shall provide the City of Brownsville with a monthly summary report including monthly and year-to-date totals (total hours and total dollars for each title).
- 1.6 Dress Code must be followed in guidelines with the Department issuing the purchase order.
- 1.7 Trainings & Certifications: Please provide information regarding any regimen for mandatory trainings or certifications offered in-house by the agency. Employees requested to work with the City of Brownsville must provide proof of training certification regimen.



## **Attachment A**

### **MAINTENANCE WORKER I**

The purpose of this class is to assist in the maintenance of city facilities. The class is responsible for maintenance of streets and roads, grounds, water and sewer facilities, landfill facilities and related maintenance tasks. Inspects and maintains streets and roadways, by repairing, cleaning painting, installing/ repairing signs, repairing cave-ins and drains, and other related maintenance tasks. Performs routine landscaping maintenance such as trimming trees, hedges, bushes and mowing lawns. Operates a variety of powered and hand operated machinery and equipment to facilitate maintenance and repair of public facilities. Maintains cleanliness of city facilities, vehicles and buses. Performs related tasks as necessary.

Requires comparing or inspecting items against a standard.

Requires handling or using machines, tools or equipment that require brief instruction or experience such as hand and power tools, buffers, floor polishers, vacuum sweepers, outdoor hand held power equipment, and small mowers.

### **ADMINISTRATIVE TECHNICIAN I**

The purpose of this class is to provide clerical and administrative support to department/division staff. The class is responsible for file maintenance; responding to public inquiries and requests; mail distribution inventory maintenance; document preparation; and data entry. The class works according to some procedures; decides how and when to do things under general supervision. Answers and redirects phone calls. Creates, revises and edits correspondence and documents such as memos, letter, invoices, reports and/or announcements. Performs data entry functions. Orders supplies and maintains departmental inventory. Receives and redistributes incoming mail. Issues permits and licenses. Responds to customer inquiries and requests. Maintains and updates filing system. May perform basic accounting functions such as balancing receipts, making bank deposits and recording payments.

Requires copying, transcribing, entering, or posting data or information.

Must be knowledgeable in MS Windows, Word, Excel, and Outlook.

Requires serving others such as customers; attending to their requests and exchanging information with them.

Requires handling or using machines, tools, or equipment that requires brief instruction or experience such as computers for data entry, fax machines, complex copiers, telephone systems, or other similar equipment; services office machines including such actions as adding paper and changing toner.

Requires reading basic sentences, instruction or work orders; writing simple sentences and completing uncomplicated job forms; speaking sentences using basic grammar.

Bilingual a plus.



### **FISCAL TECHNICIAN I**

The purpose of this class is to provide accounting/ fiscal support for assigned area of responsibility. The class is responsible for entering data, updating and maintaining ledgers, journals, and files, and performing various fiscal functions and calculations. The class works according to set procedures under direct supervision. Receives, receipts, logs, and posts funds from customers, employees, and the general public. Makes deposits and transfers according to direction of supervisor or established policy.

Prepares and processes invoices, purchase orders, receipts and other financial statements as directed.

Organizes and files receipts and deposits of revenue and expenditure funds into the accounting system. Files bills, vouchers, forms and statements.

Performs various accounting functions such as preparing accounts receivable, deposits, and vacation and leave information.

Processes billing for third party vendor accounts.

Coordinates payroll for area of responsibility; processes load sheets, contracts, time sheets, and vouchers.

Performs routine office tasks such as data entry, typing correspondence, filing, faxing, telephoning and photocopying.

Requires handling or using machines or equipment that requires moderate instruction and experience such as computers, peripherals, software programs such as work processing, spreadsheets, or custom applications, or switchboards; may service office machines.

### **EQUIPMENT OPERATOR I**

The purpose of the class is to operate equipment necessary in the maintenance, repair and upkeep of city facilities. The class is responsible for routine maintenance procedures, safe and effective loading and operation and storage. The class works according to set procedures under direct supervision.

Operates specialized equipment, machinery or vehicles, such as heavy construction vehicles, trucks with hydraulic pumping equipment, pressure sprayers, paving equipment, jackhammers, backhoes or cranes.

Operates light equipment and tools, such as blowers, edging tools, sprayers, shovels, rakes, and brooms.

Removes debris, litter, earth, or pavement; loads material into truck; locates and excavates underground structures or pipelines; sets poles; clears land or mows grassy areas, such as parks, playgrounds, medians, roadsides, and hillsides.

Installs new structures, equipment or parts such as pipes, fittings, meters and hydrants.

Inspects equipment to ensure safe operation.

Performs preventive maintenance on all equipment and tools.



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Assembles and loads equipment, tools, materials and supplies according to daily work assignments.

Follows established safety rules and regulations for the safe operation of equipment and machinery; reports accidents, equipment breakage and unsafe conditions to a supervisor.

Completes routine forms or reports.

Performs related tasks as necessary.

Requires comparing or inspecting items against a standard

Requires performing basic addition and subtraction, such as measuring.

Requires reading basic sentences, instructions, or work orders; writing simple sentences and completing uncomplicated job forms; speaking sentences using basic grammar.

Requires manual or technical tasks prescribed by standard practices, but which may require computation, several procedures, and independent judgment with obvious choices; requires normal attention for accurate results.

Requires being responsible for guiding others, requiring a few decisions affecting a few co-workers; works in a stable environment with clear and uncomplicated written/ oral instructions, but with some variations from the routine.

Requires light to medium work that involves walking or standing virtually all of the time, exerting between 20 and 50 pounds of force on a recurring basis, considerable skill, adeptness and speed in the use of the fingers, hands or limbs in tasks involving close tolerances or limits of accuracy.

The job risks exposure to dusts and pollen, extreme heat and/ or cold, wet or humid conditions, extreme noise levels, vibration, fumes and/ or noxious odors, traffic, moving machinery, and electrical shock.

**NOTE:** The descriptions in this attachment are only for general guidance in matching the specific requirements of an order to one of the titles listed.



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**COST PROPOSAL**

This section shall address detailed Cost Proposal as outlined in this RFP.

1. Maintenance Worker I	\$ _____ Hourly Rate
Please provide Maintenance Worker I Hourly Rate in words: _____	
Administrative Technician I	\$ _____ Hourly Rate
Please provide Administrative Technician I Hourly Rate in words: _____	
Fiscal Technician I	\$ _____ Hourly Rate
Please provide Fiscal Technician I Hourly Rate in words: _____	
Equipment Operator I	\$ _____ Hourly Rate
Please provide Equipment Operator I Hourly Rate in words: _____	

The price will remain firm/fixed for the initial contract period and may be adjusted in accordance with United States Department of Labor Standards.



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## Evaluation Criteria Score Sheet

<b>Company/ Firm Qualifications</b>	<b>15 Total Points</b>
<b>Firm Location</b>	<b>20 Total Points</b>
<b>Trainings offered to employees</b>	<b>10 Total Points</b>
<b>Client References for Similar Projects</b>	<b>20 Total Points</b>
<b>Fee Schedule/ Cost Proposal</b>	<b>35 Total Points</b>
<b>Grand Total</b>	<b>100</b>



## SELECTION AND AWARD PROCESS

1. Responses to this RFP will be reviewed by an evaluation committee, which may include senior management representatives, a financial officer, and/or an independent consultant. A short list of firms will be identified and may be interviewed by the evaluation committee.
2. Selection shall be based on the evaluation factors published in this RFP. After the evaluation committee makes its initial selection, it shall proceed to negotiate a contract at a fair and reasonable price.
3. If the City is unable to negotiate a satisfactory contract with the most highly qualified person or firm, the City shall formally end negotiations with that person or firm and begin negotiations with the second most highly qualified person or firm.
4. Negotiations shall be undertaken in this sequence until a contract is made. The evaluation committee may allow proposal revisions after submission in order to obtain the best final proposal. Following the interviews and negotiations, the evaluation committee will recommend a contractor to the City of Brownsville. The City Commission will make the final selection of the contractor based on the evaluation committee's recommendation and whether the qualified Proposer's proposal is determined to be the most advantageous to the City, considering the evaluation factors set forth in this RFP.
5. No individual of any using department has the authority to legally and/or financially commit the City to any contract or agreement for goods or services.



**Protest Procedure:**

The protest must outline the specific portion of the specification or RFP procedure that had been violated.

Prospective proposers whose direct economic interest would be affected by the award of a contract or by failure to award a contract may file a protest. The purchaser (City of Brownsville) will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Roberto C. Luna, Purchasing/Contracting Director, City of Brownsville Purchasing & Contract Services Department, City Hall, 1001 E. Elizabeth St., First Floor, Suite 101 Brownsville, TX 78520. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. Protest must include the following information:

- (A) name, address, and telephone number of protestor,
- (B) identification of contract solicitation number,
- (C) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- (D) a statement as to what relief is requested.

Protest must be submitted to the City of Brownsville Purchasing & Contract Services Department in accordance with these procedures and time requirements must be complete and contain all issues that the protestor believes relevant.

In the procedure outline below, the Purchasing/Contracting Director is considered to be the Contracting Officer.

**Protest Before Opening:**

Proposal protests alleging restrictive specifications or improprieties which are apparent prior to the proposal deadline or receipt of proposals must be submitted in writing to the Contracting Officer at the address above and must be received at least seven (7) days prior to the proposal deadline or closing date for receipt of proposals. If the written protest is not received by the time specified proposals may be received and award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protest not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or responses from other proposers, which shall be submitted to the Contracting Officer not less than ten (10) days after the date of the City of Brownsville's request. So far as practicable, appeals will be decided based on the written appeal, information and written responses submitted by the appealing party and other proposers. In failure of any party to timely respond to a request form information, it may be deemed by the purchaser that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such case, the protest will proceed and will not be delayed due to the lack of response. Upon receipt and



review of written submissions and any independent evaluation deemed appropriate by the purchaser, the Contracting Officer shall either (a) render a decision, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested parties will be afforded the opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, if one is held, the Contracting Officer will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of the informal hearing.

**Protest After Opening/Prior to Award:**

Proposal protests against the making of an award by the purchaser must be submitted in writing to the Contracting Officer and received within seven (7) days of the award by the purchaser. Notice of the protest and the basis thereto will be given to all proposers. In addition, when a protest against the making of an award by the purchaser is received and it is determined to withhold the award pending disposition of the protest, the proposers whose proposals might become eligible for award shall be requested, before the expiration of the time for acceptance, to extend or to withdraw the proposal. Where a written protest against the making of an award is received in the time period specified, award will not be made prior to seven (7) days after resolution of the protest unless the purchaser determines that:

- (a) the items to be purchased are urgently required
- (b) delivery or performance will be unduly delayed by failure to make an award promptly, or
- (c) failure to make an award will otherwise cause undue harm to City of Brownsville or the federal government.

**Protest After Award:**

In instances where the award has been made, the Contractor shall be furnished with the notice of protest and the basis thereof. If the contractor has not executed the contract as of the date of the protest is received by the City of Brownsville; the execution of the contract will not be made prior to seven (7) days after resolution of the protest unless the City of Brownsville determines that:

- (a) the items to be purchased are urgently required
- (b) delivery or performance will be unduly delayed by failure to make an award promptly, or
- (c) failure to make an award will otherwise cause undue harm to the City of Brownsville or the federal government.



### GENERAL INFORMATION REQUIRED FROM ALL BIDDERS

The undersigned agrees, if this bid is accepted, to furnish any and all items/materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be thirty (30) calendar days unless a different period is noted by the bidder.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package.

Date: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

AUTHORIZED  
REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS:  
\_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ FAX NO. \_\_\_\_\_



## CITY OF BROWNSVILLE DISCLOSURE OF INTERESTS

City of Brownsville, Texas requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities and Exchange Commission Form 10-K with the City in lieu of answering the questions below. See reverse side for definitions.

**FIRM NAME:** \_\_\_\_\_

**STREET:** \_\_\_\_\_

**FIRM is:** 1. Corporation ( )      2. Partnership ( )      3. Sole Owner ( )  
4. Association ( )      5. Other ( ) \_\_\_\_\_

### DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Brownsville having an "ownership interest constituting 10% or more of the voting stock or shares of the business entity or ownership of \$2,500 or more of the fair market value of the business entity or employed by the above named "firm."

Name	Title	Department

2. State the name of each "official" of the City of Brownsville having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Title	Department

3. State the names of each "board member" of the City of Brownsville having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Board, Commission, or Committee



### CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Brownsville, Texas as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_

### DEFINITIONS

The following definitions of terms should be used in answering the questions set forth below:

- a. **“Board member.”** A member of any board, commission, or committee appointed by the City Commission of the City of Brownsville, Texas.
- b. **“Employee.”** Any person employed by the City of Brownsville, Texas either on a full or part-time basis, but not as an independent contractor.
- c. **“Firm.”** Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- d. **“Official.”** The Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Brownsville, Texas.
- e. **“Ownership interest.”** Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. “Constructively held” refers to holdings or control established through voting trusts, proxies, or special terms of venture of partnership agreements.”

**PLEASE FILL IN INFORMATION NEEDED IN QUESTIONNAIRE AND SUBMIT TO:  
THE CITY OF BROWNSVILLE  
PURCHASING DEPARTMENT  
P. O. BOX 911  
BROWNSVILLE, TEXAS 78520**



**VENDOR ACKNOWLEDGMENT FORMS**  
**CITY OF BROWNSVILLE**  
**NON-COLLUSIVE BIDDING CERTIFICATION**

I/We have read instructions to bidder and specifications. My/Our bid conforms with all bid specifications, conditions, and instructions as outlined by *CITY OF BROWNSVILLE*. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF BROWNSVILLE for item(s) awarded to our company. I/We have read instructions to bidder and specifications.

The undersigned Bidder, by signing and executing this bid, certifies and represents to the CITY OF BROWNSVILLE that Bidder has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the CITY OF BROWNSVILLE concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the CITY OF BROWNSVILLE in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of CITY OF BROWNSVILLE in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature : \_\_\_\_\_

Title: \_\_\_\_\_

**Note: This form must be filled in and submitted with the sealed proposal.**



**Sec. 252.043. AWARD OF CONTRACT.**

- (a) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
- (b) In determining the best value for the municipality, the municipality may consider:
  - (1) the purchase price;
  - (2) the reputation of the bidder and of the bidder's goods or services;
  - (3) the quality of the bidder's goods or services;
  - (4) the extent to which the goods or services meet the municipality's needs;
  - (5) the bidder's past relationship with the municipality;
  - (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
  - (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
  - (8) any relevant criteria specifically listed in the request for bids or proposals.
- (c) Before awarding a contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
- (d) The contract must be awarded to the lowest responsible bidder if the competitive sealed bidding requirement applies to the contract for construction of:
  - (1) highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, wharves, docks, airport runways and taxiways, drainage projects, or related types of projects associated with civil engineering construction; or
  - (2) buildings or structures that are incidental to projects that are primarily civil engineering construction projects.



Request for Proposals for a Term Contract for Temporary Employment Services for the City of Brownsville  
RFP # PTE-12-1210

- (e) If the competitive sealed bidding requirement applies to the contract for construction of a facility, as that term is defined by Section 271.111, the contract must be awarded to the lowest responsible bidder or awarded under the method described by Subchapter H, Chapter 271.
- (f) The governing body may reject any and all bids.
- (g) A bid that has been opened may not be changed for the purpose of correcting an error in the bid price. This chapter does not change the common law right of a bidder to withdraw a bid due to a material mistake in the bid.
- (h) If the competitive sealed proposals requirement applies to the contract, the contract must be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals.
- (i) This section does not apply to a contract for professional services, as that term is defined by Section 2254.002, Government Code.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1997, 75th Leg., ch. 1370, Sec. 4, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1409, Sec. 3, eff. Sept. 1, 2001.

Submitted,

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
Date

**Note: This page must be filled in and submitted with the sealed bid as an acknowledgement of bid document requirements by the City**



**§ 271.9051. CONSIDERATION OF LOCATION OF BIDDER'S  
PRINCIPAL PLACE OF BUSINESS IN CERTAIN MUNICIPALITIES.**

- (a) This section applies only to municipality with a population of less than 250,000 that is authorized under this title to purchase real property or personal property that is not affixed to real property.
- (b) In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract with:
  - (1) the low bidder; or
  - (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.
- (c) This section does not prohibit a municipality from rejecting all bids.
- (d) This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

Added by Acts 2005, 79<sup>th</sup> Leg., ch. 1205 § 1, eff. Sept. 1, 2005.

*"This Act applies only to a contract for which the initial notice soliciting bids is given on or after the effective date of this Act. A contract for which the initial notice soliciting bids is given before that date is governed by the law in effect when the initial notice is given, and the former law is continued in effect for that purpose."*



**Consideration of Location of Bidder's Principal Place of Business Local Government Code § 271.9051.**

**Section 271.9051** of the Texas Local Government Code authorizes a municipality with a population of less than 250,000, when considering competitive sealed bids, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within **5 percent** of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. **Request must be submitted with bid package to be considered by the City of Brownsville.**

**The Purchasing/Contracting Department requires a specific economic impact statement from your firm in order to be considered for invocation of the Local Preference Statute § 271.9051.**

The following information should be submitted in Spreadsheet form:

1. Total Project Cost
  2. Direct Labor cost per employee for employees residing in Brownsville.
  3. Indirect Labor cost per employee for employees residing in Brownsville.
  4. Materials Cost, per line item, showing materials supplied by Brownsville vendors.
  5. Profit & Overhead, as distributed to Brownsville residents.
  6. A statement defining how the funds if spent in Brownsville, would impact the Brownsville economy.
- ( ) I WOULD LIKE TO INVOKE "§ 271.9051. CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS" WITH MY BID AND WILL COMPLY WITH THE CITY OF BROWNSVILLE REQUIREMENTS ABOVE. (BIDDER WILL HAVE TO SUBMIT THEIR INFORMATION TO THE PURCHASING & CONTRACT SERVICES DEPARTMENT WITHIN 5 DAYS AFTER THE BID OPENING TO BE CONSIDERED)

Submitted,

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
Date

**Note: This page must be filled in and submitted with the sealed bid as an acknowledgement of bid document requirements by the City**



**CERTIFICATION FORM**

**A) COMPLIANCE WITH REQUIREMENTS FOR THE PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE's)**

The bidder hereby certifies that it will not discriminate on the basis or race, color, national origin, or sex in the performance of this contract. The requirements of 49 CFR Part 26 and U.S. DOT-approved Disadvantage Business Enterprise (DBE) program are incorporated in this contract by reference.

**B) DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The bidder certifies that neither the bidder, its third party subcontractors, nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**C) CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

The bidder certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_



## TxDOT – DBE Business Forms

<http://www.fta.dot.gov/index.html>

[http://www.fta.dot.gov/funding/apply/grants\\_financing\\_6018.html](http://www.fta.dot.gov/funding/apply/grants_financing_6018.html)

### A. DBE Certification

The RESPONDER complies with 49 CFR 26.49 regarding the transit vehicle manufacturer's overall DBE goal.

<http://www.osdbu.dot.gov/>

<http://www.osdbu.dot.gov/DBEProgram/index.cfm>

The South Central Texas Regional Certification Agency (SCTRCA) is a non-profit corporation that represents several public entities in the South Texas area. These entities are committed to enhancing participation for disadvantaged, minority and woman owned businesses in public/government contracting and purchasing activities.

Visit web site link for more information: <http://www.sctrca.org/>



Request for Proposals for a Term Contract for Temporary Employment Services for the City of Brownsville  
RFP # PTE-12-1210

**HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:**

It is the policy of the City of Brownsville Purchasing & Contract Services Department to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Purchasing & Contract Services Department has adopted the State of Texas Statewide HUB Program, administered by the Texas Building and Procurement Commission. If the Purchasing & Contract Services Department determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the contract.

Please follow the following link and choose Cameron County to run a HUB search.

<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>

Centralized Master Bidders List (CMBL) & Historically Underutilized Business (HUB) Search

**Search:**  
 CMBL only,  HUBs on CMBL,  HUBs not on CMBL  
 HUB Mentor Protege,  All Vendors

**Vendor ID:**  ?  
**Vendor Number:**  ?  
**Vendor Name:**  begins with  Name  ?  
**Include Inactive Vendors:**  ? **Small Businesses Only:**  Yes,  No

**Selection 1:** Class Code:  Item:  District:   
**Selection 2:** Class Code:  Item:  District:   
**Selection 3:** Class Code:  Item:  District:  ?  
[Class Code](#) | [Item Code](#) | [District](#)

**Texas County:**  Cameron   
**City:**  begins with   
**Zip:**  begins with   
**Sort by:**  City   
**Output as:**  Detail List   
**Results:**  return all matches

*Output may contain coded information in Hub Status and Reason Off CMBL*

Texas Online | Statewide Search from the Texas State Library | State Link Policy | Texas Homeland Security  
**Susan Combs**, Texas Comptroller • Window on State Government • Contact Us  
 Privacy and Security Policy | Accessibility Policy | Link Policy | Public Information Act | Compact with Texans