



CITY OF BROWNSVILLE  
PURCHASING & CONTRACT SERVICES DEPARTMENT

**REQUEST FOR PROPOSALS  
FOR THE WEATHERIZATION ASSISTANCE  
PROGRAM  
FOR THE PLANNING AND COMMUNITY  
DEVELOPMENT DEPARTMENT OF  
THE CITY OF BROWNSVILLE**

**PROPOSAL # WAP-24-0210**

**PRE-PROPOSAL MEETING: February 2, 2010  
PRE-PROPOSAL TIME: 10:00 a.m.**

**PROPOSAL DUE DATE: February 11, 2010  
PROPOSAL DUE TIME: 4:00 P.M.**



REQUEST FOR PROPOSALS FOR A TERM CONTRACT FOR THE WEATHERIZATION ASSISTANCE PROGRAM FOR THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF BROWNSVILLE  
RFP # WAP-24-0210

## 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 February 5, 2010 before 4:00 p.m. CST.

**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/>



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## 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 February 11, 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:**

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**Proposal Due Date: February 11, 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, February 5, 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



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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.



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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 policy requires that the contractor pay wages of the greater of \$8.50 per hour.

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



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attributable in whole or in part to the Contractor, or any of its agents, representatives, or employees.

13. CITY OF BROWNSVILLE RESPONSIBILITIES:

The proposal must detail what information is required from the City of Brownsville in support of the lien processes services.

14. SPECIAL CONDITIONS

Comply with these special conditions.

If at any time the materials or other items awarded to this contractor fail to meet the specifications as included herein, as determined by the Project Computer Engineering Firm, successful Responder shall be in breach of contract.

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)



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## **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**



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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.



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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.



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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 **DAVIS-BACON – WAGE REQUIREMENTS**

Successful contractor must use current Davis-Bacon wage rates as determined at inception of contract. Submission of certified payroll will be required on periodic bases.



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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: February 2, 2010 at 10:00 A.M.

The contract requirements will be reviewed at this time.

**PROPOSALS MUST BE SUBMITTED PRIOR TO: February 11, 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



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Mark sealed PROPOSAL envelope on outside:

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**GENERAL INTENT, REQUIREMENTS AND CONDITIONS**

- 1.0 **INTENT:** It is the intent of the City of Brownsville to solicit PROPOSALS for a sufficient number of Weatherization Contractors to provide weatherization services for the completion of the Weatherization Assistance Program.
  
- 2.0 **SCOPE:** Term Contracts will be awarded for the following:  
  
**There is a 24 Hr. work reject period for all contractors. Once the assignment is accepted, contractors will have a reasonable number of days to complete work.**
  
- 3.0 **ALLOWANCE OF IN-HOUSE WORK:** No section or portion of the contract shall be construed or interpreted to preclude the City from accomplishing any task, or undertaking any operation or project, utilizing its own work force.
  
- 4.0 **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 – Planning Department..
  
- 5.0 **PRICE:** The price will remain firm/fixed for the initial contract period and may be adjusted in accordance with paragraph 6 below.
  
- 6.0 **ADJUSTMENT IN CONTRACTOR PRICE:** The unit price(s) established in the contract may be adjusted upon receipt of a written request from the contractor ninety (90) days prior to the renewal period. Prices established in continuing agreements and annual term contracts may be raised due to inflation and increased operating costs (i.e. dramatic increase in petroleum based products, minimum wage, etc.). Any price increase proposed must be submitted ninety (90) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation, as provided by the U.S. Department of Labor Consumer Price Index (CPI), <http://www.bls.gov/cpi/>. The City of Brownsville will reserve the right to approve or disapprove any request for increased prices.



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The City may at its option and expense have the materials tested at any time for compliance. The Contractor's payment shall be deducted the full amount of expense to the City for any tests which fail to show compliance with the specifications.

Supplied materials which tests show to not be in compliance shall be removed from the jobsite at the contractor's expense. Additionally, no payment will be made to the supplier by the City, for the materials which do not meet the specifications. The quantity of such material(s) shall be determined by the Planning Department Director, whose decision shall be final.

Revisions on unit prices: it is agreed that bid prices may be superseded during the contract period only if such revisions are the result of increased in the Gulf coast area. A written notice stipulating in detail the price revision must be furnished to the City before revised prices go into effect. Also, such revisions must be supported by continuing written notices for each 30 day period such revisions are in effect. Discounts, delivery, and services accepted as part of this bid are not subject to revision.

7.0 AWARD: The City of Brownsville intends to award this PROPOSAL to the responsive, responsible respondent(s) (multiple award) capable of providing the service to the satisfaction of the City.

Also, in determining responsibility, the following qualifications, in addition to price, listed in the "General Conditions and Instructions to Respondent" will be applicable:

- a. All PROPOSALS must include all locations and levels of services for PROPOSALS to be considered.
- b. Vendors must provide a full complement of personnel for each PROPOSAL.

8.0 PAYMENT TERMS: Payment will be made on a "unit" completion basis after satisfactory completion and inspection of the work. Submit invoices to the Planning and Community Development Department of the City of Brownsville, 1150 E. Adams 2<sup>nd</sup> FL., Brownsville, Texas 78520.

9.0 NOTICE TO RESPONDENT: Each respondent before submitting a PROPOSAL shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a PROPOSAL is an agreement with all of the items and conditions referred to herein.

10.0 TERMINATION FOR DEFAULT: The contractor's right to perform this contract may be terminated by the City in the event that services are not performed as called for in the contract. Thereafter, the City may have the service performed by others and the



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contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of the contract.

- 11.0 TERMINATION FOR CONVENIENCE: If the City elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for loss of anticipated revenue on the canceled portion of the contract.
- 12.0 INTERRUPTED SERVICE: After an interruption caused by severe inclement weather or other disaster the contractor must be prepared to complete the work without unnecessary delays.
- 13.0 INSPECTION AND ACCEPTANCE: The City's inspection and acceptance of contractual compliance will be accomplished by a Project Manager of the Planning and Community Development Department. We reserve the right to reject unsatisfactory work within a 48 hour period. Contractors have 48 hours to correct unacceptable work. (To be corrected during regular working days, holidays or weekends)
- 14.0 SAFETY MEASURES: The contractor shall take all necessary precautions for the safety of employees on the work site and shall be directed at all times, as required by job conditions and progress of the work. All necessary safeguards for the protection of the workers and general public must be in place during any progress of work.
- 15.0 PERFORMANCE: All work performed shall be of high quality and in accordance with good practices, procedures and industry standards, as well as timely. The contractor must conform to all Federal, State, and local laws and governmental regulations.
- 16.0 INSURANCE: The contractor shall, at no expense to the City, instruct their insurance agent or carrier to furnish a certificate of insurance attesting to the issuance of policies affording coverage as required and listed in this section. Certificates required by this contract shall be submitted prior to award of the contract and should be forwarded 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  
Attention: Mr. Roberto C. Luna, Purchasing Director  
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- A. The contractor shall furnish and keep in full force during the term of this contract the following insurance coverage:
- 1) Comprehensive General Liability
    - a. Bodily Injury \$500,000 each occurrence
    - b. Property Damage \$100,000 each occurrence
  - 2) Personal Injury Coverage
    - a. \$500,000
  - 3) Worker's Compensation Insurance
    - a. Texas Statutory Limit
  - 4) Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles)
    - a. Bodily Injury \$50,000 each person, \$100,000 each occurrence
    - b. Property Damage \$100,000 each occurrence
- B. The premiums to be expended for all of the above enumerated policies of insurance shall be paid by the contractor. The policies of insurance, certificates of insurance and the insurance company(s) issuing such certificates or policies of insurance must be acceptable to the City.
- C. All policies or certificates of insurance must be issued indicating that such policies or certificates are applicable to work being performed under a specific contract or to all work performed by the contractor for the City of Brownsville.
- D. All of the aforementioned policies and certificates of insurance should be issued immediately after the contractor receives notification of award. It should be clearly understood that the contractor is not to commence any work until a written notice to proceed is received from the City. Policies and certificates of insurance must clearly indicate that they will remain in force for a period of at least twelve (12) months from inception date.
- E. A minimum of thirty (30) days written notification must be given by an insurer of any alteration, material change or cancellation affecting any certificates or policies of insurance as required under this contract. The City of Brownsville is to be named as an additional insured.
- 1) Such required notification must be sent via registered or certified mail to the address indicated in Section 16. above.



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17.0 RESPONSIBILITY OF CONTRACTOR: The contractor, at no expense to the City, shall:

- a. Have completed the Weatherization Academy, completion required by the Texas Department of Housing and Community Affairs (TDHCA), by April 1, 2010. The academy consists of:
  - Basic Weatherization Course (5 days, 40 hours)
  - Weatherization Management Course (3 days, 24 hours)
  - Advanced Weatherization Course (5 days, 40 hours)**TOTAL of 104 hours of weatherization training.**
- b. Obtain all necessary licenses and permits required in full performance of this contract.
- c. Provide competent supervision during the term of this contract necessary to perform the work as required.
- c. Maintain on site, at all times work is being performed, an individual who represents the contractor and can adequately communicate, both orally and in writing, with any representatives of the Planning and Community Development Department.
- d. Take the precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury, that occurs as a result of their fault or negligence.
- e. Perform the work without unnecessarily interfering with other contractors' work or City activities.
- f. Provide all necessary labor, equipment, and materials required to perform the work required by this contract.

18.0 HOLIDAYS EXCLUDED: Service will not be required, except in emergency situations, or "special events", on regularly scheduled City holidays. Below is a list of City holidays:

Veterans Day	Good Friday
Thanksgiving Day	Memorial Day
Christmas Day	Independence Day
New Year's Day	Labor Day

- After award, the contractor will be furnished with the latest list of City holidays complete with the date of the month and day of the week the holidays will be in effect.



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- 19.0 **SUBCONTRACTING:** Any person undertaking a part of the work under the terms of this contract, by virtue of any agreement with the contractor, must receive the approval of the Planning and Community Development Department Manager prior to any such undertaking. The City may terminate the contract if the subcontracting is done without the Planning and Community Development Department Manager's approval.
- 20.0 **DISCLOSURE OF INTEREST FORM:** Please complete the attached Disclosure of Interest Form and submit with your PROPOSAL.
- 21.0 **STATEMENT OF NON-COLLUSION FORM:** Enclosed is a Statement of Non-Collusion which must be completed by the vendor and submitted with the PROPOSAL.
- 22.0 **RESTORATION OF DAMAGES:** The restoration of any damage(s) to home owner's property, or to any adjoining/adjacent private or public property, resulting from the Contractor's performance of this contract shall be the responsibility of the contractor. The contractor will, within two (2) weeks from notification either verbal or formal, contact the claimant and attempt to resolve the claim. All valid claims must be resolved within thirty (30) days of notification. In the event the contractor does not contact the claimant or resolve the claim in the timeframe above; the City may investigate the complaint and determine its validity. Damages determined by the City to be valid and due to the act(s) of the contractor, or other personnel while performing under this contract, may be corrected by the City and the costs incurred deducted from monies due the contractor. Such right of settlement of claims by the City is in addition to the City's rights under "General Conditions and Instructions to Respondent." Repeated failures by the contractor to contact claimants or settle claims may be the basis for termination of the contract.
- 23.0 **NON-DISCRIMINATION:** A contractor who is the recipient of City funds, or who proposes to perform any work or furnish any goods under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability.
- 24.0 Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the City. Contractor agrees to be in full compliance with the federal mandates of the Americans with Disabilities Act. Contractor further agrees that this article will be incorporated by contractor in all contracts entered into with suppliers of materials or services; and contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor services in connection with this contract.
- 25.0 **EVALUATION:** For the purposes of evaluation and contract award, the price for the base level of moderate rehabilitation services will be considered first; and all



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additional levels of service will be added for a total aggregate cost of the rehabilitation service. See the "Price Proposal Sheet" of this Invitation to PROPOSAL for factors noted above.

**26.0 REHABILITATION CATEGORIES:**

1. Base Level of Repairs: shall be for single family residential units.

**SPECIFIC PROPOSAL REQUIREMENTS**

1. DELIVERY AND PERFORMANCE OF SERVICES: The contractor will furnish all necessary supervision, labor, vehicles, and equipment; including, but not limited to and power tools needed for the efficient and effective weatherization services required within each category as determined by the Planning and Community Development Department.
  - a. The contractor will maintain a local office for administrative matters. In the absence of a local office; local telephone communications staffed during normal business hours shall be provided.
  - b. Services may be provided Monday through Saturday between the hours of sunrise and sunset. Work on Saturday will be done with the approval of the home owner's and the Planning and Community Development Department.
  - c. All work performed under this contract is to be of the highest industry and City standards.
  - d. The contractor will meet with the Planning and Community Development Department personnel within ten (10) days of the award of the contract to review and establish a mutually agreeable schedule of work for each level of service.
  - e. If due to climatic conditions weatherization services are not required during the term of this contract, the City reserves the right to suspend weatherization services at no cost to the City. The Planning and Community Development Department will notify the contractor of any suspension and/or resumption weatherization services.
  - f. If additional weatherization service is required the contractor will respond within twenty-four (24) hours to the site designated. All additional work will be at the applicable moderate rehabilitation price quoted. Minimum payment for additional work will be on a per site basis.

2. SERVICES REQUIRED FOR REHABILITATION OF HOUSES



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**SCOPE OF WORK:**

1.- The CITY OF BROWNSVILLE desires to contract with responsible contractors to provide Moderate Rehabilitation services, for the Weatherization Assistance Program, for the CITY OF BROWNSVILLE. The Contractor will complete all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the CITY OF BROWNSVILLE.

The scope of the Weatherization Assistance project will include:

- Conduct minor repairs
- Conduct minor or incidental structural repairs
- Install batt insulation
- Install blown insulation
- Repair windows
- Repair doors
- Weather stripping
- Installation of solar film
- Air sealing
- Caulking
- Installation of light bulbs
- Installation of smoke detectors
- Replacement of doors\*
- Replacement of windows\*
- Work involving the HVAC system\*\*
- and **dispose of construction material to the landfill.**

**Fire Safety Requirements for Insulating Materials According to Insulation Use**

- **Attic** – insulation materials intended for exposed use in attic floors shall be capable of meeting the same smoldering combustion requirements given for cellulose insulation in ASTM C739-00
- **Enclosed Space** – insulation materials intended for use within enclosed stud or joist spaces shall be capable of meeting the same smoldering combustion requirements given for cellulose insulation in ASTM C739-00
- **Exposed interior walls and ceilings** – insulation materials, including those with combustible facings, which remain exposed and serve as wall or ceiling interior finish, shall have a flame spread classification not to exceed 150 (per ASTM E84-00a)
- **Exterior envelope walls and roofs** – exterior envelope walls and roofs containing thermal insulation shall meet applicable local government building code requirements for the complete wall or roof assembly
- **Pipes, ducts and equipment** – insulation materials intended for use on pipes, ducts, and equipment shall be capable of meeting a flame spread classification not to exceed 150 (per ASTM E84-00a)

The City of Brownsville is responsible for providing a Weatherization Assessor to assess homes and provide scope of work and final work order for each unit being



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weatherized. Furthermore, the Assessor will conduct a final assessment of the home to determine completion of weatherization on the unit.

Because the work under this contract is different for each weatherization project (unit), exact project specifications are not available. General specifications are included in the solicitation and form the basis for any work to be performed. The specifications are intended to indicate the requirements of the CITY OF BROWNSVILLE.

2. Changes to the program goals, scope of service, schedule or budget, unless otherwise noted, may only be made through a written amendment, executed by the CITY OF BROWNSVILLE and the Contractor. The major tasks that the Contractor will be required to perform include, but are not necessarily limited to the following:
  1. Work write-ups: for each eligible unit to be assisted, the The City will complete a detailed work write-up of the weatherization to be performed, including estimated costs of each activity, materials to be used, industry or regulatory standards to be met and dispose of construction material to the landfill.
  2. Periodic and final inspection: the CITY OF BROWNSVILLE will perform periodic site visits to ascertain that approved and contracted rehabilitation work is proceeding properly and satisfactory, will authorized appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor.
  3. At the end of the work day if the tasks have not been completed contractor will ensure arrangement of furniture to provide home owner's with easy access to all areas in the house.
  4. Approval of contractor payments: as weatherization progresses and as invoices are submitted by the contractor, the CITY will verify that the expenses are reasonable, completion of work, and will authorize drawdown of funds and disbursement to the contractors.
  5. Maintenance of case files and other records: for each applicant, the The City's Planning and Community Development Department will maintain work write-ups, documentation of all necessary licenses and permits, site/visit inspection reports (including final inspection), change orders, and approved contractor invoices for payment.
  6. Warranty: the contractor shall warrant all workmanship performed by contractor or any subcontractor or supplier. Warranty shall continue for a period of one (1) year from date of completion of the work. There shall be no charge for repair services prior to expiration of the warranty period.



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7. **CONTRACT Term:** Weatherization is required to commence within ten (10) days of delivery of a Notice to Proceed. The construction period is projected to be amended or negotiated.

3. **PERSONNEL AND EQUIPMENT** : The following are the recommended minimum personnel and the required minimum mowing equipment.

A. **SUGGESTED PERSONNEL** : ( must have a copy of liability insurance at all times ).

- 1) Working Supervisor - - 1 each
- 2) Weatherization Worker (Laborer) - - 2 each

B. **REQUIRED EQUIPMENT** :

1) All equipment required to perform high-quality weatherization work.

C. All Vehicles and equipment used under this contract shall be:

- 1) In good operating conditions and be provided all needed maintenance to sustain this condition for the duration of this contract.
- 2) Properly registered and insured in accordance with the Motor Vehicle Laws of Texas and in compliance with all Federal, State and local safety regulations.
- 3) Subject to inspection and approval prior to the award of a term contract and at any time during the term of this contract.

D. Review and evaluation of the capability of any equipment proposed for use under this contract could be required through on-site demonstration at anytime during the contract period.

E. The contractor shall submit a roster of personnel which will be dedicated to the performance of the rehabilitation work required under this contract and a plan of operation which will demonstrate the contractor's ability to perform the work specified in an efficient, effective, and acceptable manner.

This information shall be submitted with the PROPOSAL response for consideration of any PROPOSAL.

4. **LOCATIONS**: The City shall identify and list the locations where weatherization services are to be completed.



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- A. The City reserves the right to increase or decrease the number of weatherization units, or the frequency of weatherization services at any time during the term of this contract at the price quoted per property.
5. MAINTENANCE OF TRAFFIC: The contractor shall be responsible for and provide for the safe and continuous maintenance of traffic throughout the work site while minimizing hazards and inconvenience to vehicular and pedestrian traffic. Maintenance of traffic shall be considered incidental to the service provided and shall include all work and devices needed to fulfill, to the satisfaction of the City, and the requirements of this contract.
- A. Traffic (vehicular and pedestrian) must be maintained at all times throughout the entire work site including access to public, private, and commercial entrances, streets and intersections, and sidewalks.
- B. The contractor shall operate all vehicles and equipment in or adjacent to the roadway in a manner to minimize the impact on traffic and maintain the maximum number of lanes open at all times.
6. METHOD OF PAYMENT:
- a. Payment will be on completion of units. Example: entire home weatherization.
- b. Payment is contingent upon the inspection and approval of the Planning and Community Development Department.
- c. Request for payment for the Weatherization Assistance Program shall include:
- 1) Contractor's Drawdown Request for payment



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### PRICE PROPOSAL SHEET

Description of Activity	Unit	Price
<b>Thermal Insulating Materials for Building Elements Including Walls, Floors, Ceilings, Attics and Roofs:</b>		
Insulation – mineral fiber:		
• Blanket Insulation	EA	
• Roof Insulation board	EA	
• Loose Fill Insulation	EA	
Insulation – Mineral Cellular		
• Vermiculite, loose fill insulation	EA	
• Perlite loose-fill insulation	EA	
• Cellular glass insulation block	EA	
• Perlite insulation board	EA	
Insulation – organic fiber		
• Cellulosic fiber insulating board	EA	
• Cellulose loose fill insulation	EA	
• Cellulose wet-spray insulation	EA	
Insulation – organic cellular		
• Pre-formed block-type polystyrene insulation	EA	
• Rigid pre-formed polyurethane insulation board	EA	
• Polyurethane or polyisocyanurate insulation board face with aluminum foil on both sides.	EA	
• Polyurethane or polyisocyanurate insulation board face with felt on both sides	EA	
Insulation – composite boards:		
• Mineral fiber insulation board	EA	
• Perlite board	EA	
• Gypsum board and polyurethane or polyisocyanurate composite board	EA	
Materials used as a patch to reduce infiltration through the building envelope.		
<b>Thermal Insulating Materials for Pipes, Ducts, and Equipment such as Boilers and Furnaces:</b>		
Insulation – mineral fiber		
• Pre-formed pipe insulation	EA	
• Blanket and felt insulation (industrial type)	EA	
• Blanket insulation and blanket type pipe insulation (metal mesh covered, industrial type)	EA	
• Block and board insulation	EA	
• Spray applied mineral fiber thermal and sound absorbing insulation	EA	
• High temperature fiber blanket insulation	EA	
• Duct work insulation	EA	
Insulation- mineral cellular		
• Calcium silicate block and pipe insulation	EA	
• Cellular glass insulation	EA	



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Description of Activity	Unit	Price
<ul style="list-style-type: none"> <li>Expanded perlite block and pipe insulation</li> </ul>	EA	
<b>Insulation – organic cellular</b>		
<ul style="list-style-type: none"> <li>Pre-formed flexible elastomeric cellular insulation in sheet and tubular form</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Unfaced pre-formed rigid cellular polyurethane insulation</li> </ul>	EA	
<b>Storm Windows</b>		
<ul style="list-style-type: none"> <li>Aluminum frame storm windows</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Rigid vinyl frame storm windows</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Frameless plastic glazing storm windows (required thickness for windows is 6 mil. 0.006 inches)</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Movable insulation system for windows</li> </ul>	EA	
<b>Replacement Windows</b>		
<ul style="list-style-type: none"> <li>Steel frame windows</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Rigid vinyl frame windows</li> </ul>	EA	
<b>Storm Doors</b>		
<ul style="list-style-type: none"> <li>Aluminum frame storm doors</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Sliding glass storm doors</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Rigid vinyl storm doors</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Vestibules – materials to construct</li> </ul>	EA	
<b>Replacement Doors</b>		
<ul style="list-style-type: none"> <li>Steel doors</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Wood doors</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Flush doors</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Stile and rail doors</li> </ul>	EA	
<b>Caulks and Sealants</b>		
<ul style="list-style-type: none"> <li>Glazing compounds for metal sash</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Oil and resin base caulks</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Acrylic (solvent types) sealants</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Butyl rubber sealants</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Cholorosulfonated polyethylene sealants</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Latex sealing compounds</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Elastomeric joint sealants (normally considered to include polysulfide, polyurethane, and silicone)</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Pre-formed gaskets and sealing materials</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Duct sealing mastic</li> </ul>	EA	
<b>Weatherstripping</b>		
<ul style="list-style-type: none"> <li>Weatherstripping (Commercially available)</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Vapor retarders</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Items to improve attic ventilation</li> </ul>		
<b>Heat Exchangers</b>		
<ul style="list-style-type: none"> <li>Heat exchangers, water to water and steam to water</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Heat exchangers with gas-fired appliances</li> </ul>	EA	
<b>Boiler/ Furnace Control System</b>		
<ul style="list-style-type: none"> <li>Automatic set back thermostats</li> </ul>	EA	
<ul style="list-style-type: none"> <li>Line voltage or low voltage room thermostats</li> </ul>	EA	



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Description of Activity	Unit	Price
• Clock Thermostats	EA	
• Automatic gas ignition systems	EA	
• Energy management systems	EA	
• Hydronic boiler controls	EA	
• Other burner controls	EA	
<b>Replacement Water heaters</b>		
• Electric (resistance) water heaters	EA	
• Heat pump water heaters	EA	
• Gas water heaters: Rated $\leq 75$ kBtu/ hr	EA	
• Oil water heaters	EA	
<b>Solar Water Heating Systems</b>		
• Solar water heating systems including forced circulation integral collector storage, thermosyphon, and self pumping systems	EA	
<b>Waste Heat Recovery Devices</b>		
• Desuperheater./ water heaters	EA	
• Condensing heat exchangers	EA	
• Heat pump water heating heat recovery systems	EA	
• Energy recovery equipment	EA	
<b>Replacement Furnaces, Boilers, and Wood Stoves</b>		
• Chimneys, fireplaces, vents and solid fuel burning appliances	EA	
• Gas-fired furnaces	EA	
• Oil-fired furnaces	EA	
• Liquefied petroleum gas storage	EA	
• Ventilation fans: Regular, attic, ceiling, and whole house fans	EA	
<b>Screens, Window Films, and Reflective Material</b>		
• Insect screens	EA	
• Window films	EA	
• Shade Screens:		
Fiberglass shade screens	EA	
Polyester shade screens	EA	
• Rigid awnings:		
Wood rigid awnings	EA	
Metal rigid awnings	EA	
• Louver systems		
Wood louver awnings	EA	
Metal louver awnings	EA	
• Industrial-grade white paint used as a heat-reflective measure on roofs, awnings, window louvers, doors, and exterior duct work (exposed)	EA	
<b>Refrigerators</b>		
• Refrigerator/ freezers (does not include freezer only units)	EA	
<b>Fluorescent Lamps and Fixtures</b>		
• Compact fluorescent lamps	EA	
• Fluorescent lighting fixtures	EA	



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<b>Description of Activity</b>	<b>Unit</b>	<b>Price</b>
<b>Air Conditioning System (HVAC &amp; Window Unit)</b>		
• <b>HVAC Systems (Cost depending on tonnage needed)</b>	EA	
• <b>Window Air Conditioning Units (Cost depending on size needed)</b>	EA	





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

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

**Site Check List**

Inspector :

Date :

Contractor :

Account No. :

	Yes	No	Pts.
	Weatherization Supervisor on site		
All necessary safety measures for the protection of the workers and general public			10
Only eligible workers on site			10
Had proof of Insurance on site (General Liability, Personal Injury, Worker's Compensation, and Auto-Liability Insurance.			10
Had all proper work related equipment			15
Cleaned up any construction debris that fell into the street, alley or on the sidewalk.			15
All accumulated debris is stocked at a designated.			5
Will provide their own portable restroom			5
All construction material debris was removed to the landfill			10
All necessary safety measures for the protection of the property of the Home Owner's will be ensured.			10
Additional Comments:	Total Points from Possible 100		Score
	Passed	Failed	

Passing Grade is 70 - Below 70 - City supervisor schedule to meet with Contractor.  
Below 50 pts. – Contractors work will be suspended until City Supervisor meets with Contractor.

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



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## Evaluation Criteria Score Sheet

	Name:	Max. Points	
1.	Obtain all necessary licenses and permits required in full Performance of this contract.	<u>15</u>	
2.	Provide Proof of Insurance (Comprehensive General Liability - Personal Injury Coverage - Worker's Compensation Insurance - Comprehensive Automobile Liability Insurance)	<u>15</u>	
3.	Quality of projects previously undertaken.	<u>10</u>	
4.	Key personnel's work background and caliber and availability for the proposed services.	<u>5</u>	
5.	Maintain on site, at all times an individual who represents the contractor and can adequately communicate, both orally and in writing, with any representative of Planning and Community Development Department.	<u>10</u>	
6.	Reputation for personal and professional integrity and competence.	<u>10</u>	
7.	Prices – depending on how many items	<u>10</u>	
8.	Provide necessary labor, equipment, and materials required to perform the work required by this contract.	<u>10</u>	
9.	How long in Business	<u>5</u>	
10.	How many complaints has the contractor had.	<u>5</u>	
11.	Contractors turn around time	<u>5</u>	
	<b>TOTAL POINTS</b>	<b>100</b>	
	<b>Comments:</b>		



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**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



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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.



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**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. \_\_\_\_\_



REQUEST FOR PROPOSALS FOR A TERM CONTRACT FOR THE WEATHERIZATION ASSISTANCE PROGRAM FOR THE  
 PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF BROWNSVILLE  
 RFP # WAP-24-0210

## 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. Sold Owner ( )  
 4. Association ( )      5. Other ( ) \_\_\_\_\_

### DISCLOSURE QUESTIONS

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

- 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

- 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

- 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



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**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**



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**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 of 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.



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- (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**



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**§ 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**



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**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 of 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: \_\_\_\_\_



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## 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/>



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**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





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11. MINIMUM EDUCATION (choose one):

None/Grade School

Bachelor

Medical Degree

High School

Master

JD/DDS

Associate

Doctorate

Other

----- DO NOT FILL OUT BELOW THIS LINE - ONLY COMPLETE ABOVE SECTIONS -----

**DO NOT FILL OUT BELOW - FOR OFFICE USE ONLY**

<p><b>12. Wage amount</b></p> <p>OES <input style="width:150px; height:25px;" type="text"/></p> <p>UNION <input style="width:150px; height:25px;" type="text"/></p> <p>EMPLOYER SURVEY SURVEY NAME <input style="width:150px; height:25px;" type="text"/></p> <p>DBA, SCA <input style="width:150px; height:25px;" type="text"/></p> <p>TWC Analyst Name &amp; Telephone # <input style="width:200px; height:40px;" type="text"/></p> <p>Phone <input style="width:200px; height:25px;" type="text"/></p> <p>Revised 03/03/06</p>	<p><b>13. Level Used:</b></p> <p>Level 1 <input type="checkbox"/></p> <p>Level 2 <input type="checkbox"/></p> <p>Level 3 <input type="checkbox"/></p> <p>Level 4 <input type="checkbox"/></p> <p>Returned To Attorney or Employer</p> <p>SEE ITEM #:</p> <p>Item <input style="width:50px; height:20px;" type="text"/></p> <p>Item <input style="width:50px; height:20px;" type="text"/></p> <p>Item <input style="width:50px; height:20px;" type="text"/></p>	<p><b>14. SOC/O'NET CODE</b></p> <p><input style="width:250px; height:25px;" type="text"/></p> <p><b>SOC/O'NET TITLE:</b></p> <p><input style="width:250px; height:25px;" type="text"/></p> <p><b>GEOGRAPHICAL AREA:</b></p> <p><input style="width:250px; height:25px;" type="text"/></p> <p><b>Determination Date:</b> <input style="width:100px; height:25px;" type="text"/></p> <p><b>TRACKING NUMBER:</b></p> <p>TWC <input style="width:100px; height:40px;" type="text"/></p>
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Under 20 CFR 656.40(i) Wage can not be lower than required by any other law. No prevailing wage determination for labor certification purposes made under this section permits an employer to pay a wage lower than the highest wage required by any applicable Federal, state or local law.

This prevailing wage determination may be used for more than one application, as long as all job related details and the area of intended employment remain the same.