



**City of Brownsville
Purchasing and Contracting Department**

**INVITATION FOR BIDS
FOR A TERM CONTRACT FOR
THE PURCHASE AND DELIVERY OF UNIFORMS
AND ACCESSORIES FOR THE CITY OF
BROWNSVILLE FIRE AND E.M.S. DEPARTMENT**

BID # FDU-14-0219

**PRE-BID CONFERENCE MEETING DATE: January 17, 2019
PRE-BID CONFERENCE MEETING TIME: 10:00 A.M.**

**BID DUE DATE: January 30, 2019
BID DUE TIME: 3:00 P.M.**



**TERM CONTRACT FOR PURCHASE AND DELIVERY OF UNIFORMS AND ACCESSORIES FOR
THE CITY OF BROWNSVILLE FIRE AND E.M.S DEPARTMENT
BID # FDU-14-0219 January 30, 2019 at 3:00 P.M.**

Please submit this page upon receipt.

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

Please fax or mail this page upon receipt of bid package

Fax: (956) 546-2711

If you are unable to bid on this item, kindly indicate your reason for "No Bid" below and fax back. This will insure you remain active on our vendor list.

Date: _____

Yes, I will be able to Bid.

Name: _____

Company: _____

Phone # _____

E-mail _____

No, I will not be able to Bid for the following reason:



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I. GENERAL INTENT, REQUIREMENTS AND CONDITIONS

1.0 **GENERAL INTENT** - It is the intent of the City of Brownsville to solicit sealed competitive bids for a Term Contract for the Purchase and Delivery of Uniforms and Accessories for the City of Brownsville Fire and E.M.S Department.

2.0 **GENERAL CONDITIONS** -

- A. It is the requirement of the bidders to acquaint themselves fully with the conditions of the specifications and the type of service expected. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve him from any obligation of this bid invitation.
- B. All bid quotations must be submitted on the bid quotation form supplied with this specification. Partial bid will not be accepted. A bid may be withdrawn, however, and resubmitted anytime prior to the closing time for receipt of bids.
- C. Bidders 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.
- D. 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.

3.0 **TERM OF CONTRACT** -

This contract shall commence on Approval by City Commission, and shall expire on February 28th, 2022.

4.0 **PREPARATION OF BIDS** -

- A. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- B. A delivery date in days including Sundays and holidays is required with proposal where multiple items or groups of items are bid; *a delivery date is required of each item or group of items.*
- C. Do not include Federal Taxes or State of Texas Limited Sales Excise Tax. The City of Brownsville is exempt from payment of such taxes, and will issue exemption certificates upon request.

5.0 **BID REJECTION OR PARTIAL ACCEPTANCE** – The CITY OF BROWNSVILLE reserves the right to reject any or all bids. It further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.



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- 6.0 **TERMS** – Net 30 days after receipt of invoice.
- 7.0 **BID FORM** – Each bidder must submit a bid on the blank line adjacent to the bid item. The bidder shall sign the bid correctly and initial each page. Bid(s) may be rejected if they show any omissions, alterations of form, additions not requested, conditional bid or any irregularities.
- 8.0 **FILING OF BIDS**
- A. Sealed Bids must be filed with the Purchasing and Contracting Director, City of Brownsville, prior to the time and date set for the bid opening. Bids received after bid opening time will not be considered regardless of any delays, regardless of any cause and will be returned unopened.
- B. Bid and changes there to shall be enclosed in a sealed envelope and addressed to:
(Do not send bids by registered or certified mail.)
- Mr. Roberto C. Luna, Jr., Purchasing and Contracting Director
Purchasing and Contracting Department
City of Brownsville
City Hall 1001 E. Elizabeth St., Suite 101
(PO Box 911)
Brownsville, TX 78520**
- C. Lower left hand corner shall be marked as follows:
- OFFICIAL BID FOR:**
- INVITATION FOR BIDS
FOR A
TERM CONTRACT
FOR THE PURCHASE AND DELIVERY OF UNIFORMS
AND ACCESSORIES FOR THE CITY OF BROWNSVILLE FIRE AND E.M.S. DEPARTMENT
BID # FDU-14-0219**
- OPENING DATE: January 30, 2019 at 3:00 P.M.**
- D. Telegraphic bids will not be considered.
- E. Bids may not be withdrawn after the bid opening.
- F. If “No Bidding” please explain. No response will be basis for removal from vendor list.
- 9.0 **BASIS OF BID AWARD** – Submission and award of bid for Fire Department uniforms and accessories shall be an **all or nothing**. The contract will be awarded to the lowest responsible



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bidder or the bidder who provides the best value for the City, and whose bid price and other factors have been considered in accordance to provisions of Chapters 252 and 271 of the State of Texas – local government code, consistent with the quality needed for effective use. All prices quoted will be firm. Award to successful bidder will be made by City Commission action.

10.0 ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ENTERPRISE REQUIREMENTS.-

Bidder agrees that if bid is accepted, vendor will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, political belief or affiliation. In addition, bidder agrees that he/she will abide by all applicable terms of the minority business enterprise program of the City of Brownsville.

11.0 PATENTED MATERIAL, DEVICES AND PROCESSES.

If the awarded bidder is required or desires to use any design, device, material or process covered by letters of patent or copyright he/she shall provide for such use by suitable agreement with the patentee or owner. The awarded bidder and the surety shall indemnify and save harmless the City of Brownsville from any and all claims for infringement by reason of the use of any patented design, device, materials or process or any trademark or copyright used in connection with the work and they shall indemnify the City of Brownsville against any cost, expense or damages which it may be obliged to pay by reason of such infringement, at any time during the prosecution or after the completion of the work.

12.0 DELIVERY REQUIREMENTS – Delivery of uniforms shall occur within thirty (30) days after receipt of purchase order as requirement Quantities are on as needed basis. Successful contractor will coordinate schedule of deliveries with designated Fire and E.M.S Department official prior to commencement of contract.

13.0 QUANTITY – please refer to section 22.0 for quantity requirements.

14.0 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.

15.0 INDEMNIFICATION



**TERM CONTRACT FOR PURCHASE AND DELIVERY OF UNIFORMS AND ACCESSORIES FOR
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BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIDDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BIDDER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract, and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph. Any lawsuits with respect to, in connection with or arising out of this agreement shall be brought in a court in Cameron County, Texas and the parties hereto consent to the jurisdiction and venue of such court for Cameron County, Texas as the sole and exclusive forum, **unless such court is unavailable**, for the resolution of claims by the parties arising under or relating to this agreement."

16.0 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



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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.

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.



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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^{1[2]} 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^{2[3]} 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%.

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.



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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.

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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TECHNICAL SPECIFICATIONS

17.0 GENERAL SPECIFICATIONS

- A. Any items specified by name or manufacturer's reference is merely descriptive and not restrictive unless otherwise noted, and is used only to maintain a definite standard of quality and style.
- B. Patches and embroidery will be designed and applied by vendor. Distributor will be responsible for stocking the emblems and insuring proper stock is maintained to fill orders as needed. **Vendor will incorporate the price of shipping, patches and embroidery with the price of all garments.**
- C. **Bid award will be made on an ALL or nothing basis.**
- D. Bidders are required to state exactly what they intend to furnish, and you shall be required to furnish the items as specified. Samples of the shirts, trousers, jacket and raincoat must be submitted with the bid to insure clarification and adherence to bid specifications. Bids received without samples will be grounds for automatic disqualification.
- E. Vendor will be responsible for hemming pants as needed.
- F. Vendor shall be responsible with his carrier for any concealed damages. Damaged items shall be replaced or repaired to new condition at **no cost** to the City of Brownsville.
- G. All material specified is to be new, no less than one year factory warranty from date of acceptance.
- H. Patches and embroidery will be designed and applied on all uniform shirts, and jackets in this bid process. As a clarification the prices of the Brownsville Fire Department patch, The Texas Department of State Health Services patch "EMT, Paramedic" patch and the United States flag will be included in the bid price for each uniform shirt and jacket. Each patch shall be available for separate purchase as required.
- I. Bid award will be made on an ALL or nothing basis, which includes patch design and application, uniform shirts, trousers, jackets, boots, and as specified and all other items required in this bid.
- J. Distributor will be responsible for stocking the department patch and making sure sufficient inventory is maintained.



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- K. Brownsville Fire Department reserve the right to award this contract to the distributor whose bid provides the best services. Contract may not be awarded solely on price, as service (s) offered will play as an important role in determining the award.

18.0 NOTICE TO BIDDERS

The City of Brownsville reserves the right to increase or decrease quantities and delivery locations at will with 10 days prior notice.

- 18.1 Invitation for Bids is calling for a PERCENT DISCOUNT from a Catalog (manufacturer's catalog) or benchmark price index will be for the purpose of purchasing items where anticipated quantities cannot be predetermined. The City will purchase uniforms and accessories during the CONTRACTED TERM on an "AS NEEDED" basis. Quantities (if indicated) are guesstimates only, based on prior year usage. Unknown quantities are to be purchased for certain items that cannot be reasonably determined; i.e., shirts, pants, jackets, caps, hats, raincoats, sweaters, ties, bicycle wear, etc.

19.0 BASE BID DESCRIPTION:

SPECIFICATIONS FOR THE PURCHASE OF UNIFORMS FOR THE FIRE AND E.M.S DEPARTMENT, SHALL NOT BE LESS THAN THE FOLLOWING SPECIFICATIONS, BUT MAY EXCEED THEM. PLEASE READ YOUR SPECIFICATIONS THOROUGHLY AND BE SURE THAT THE TERM CONTRACT COMPLIES WITH ALL THE REQUIREMENTS. State exceptions or deviations from the specifications. The Brownsville Fire Department consist of approximately 190 with a possible increase of 10% over the next three years.

20.0 GENERAL INTENTION:

The intention of the following specifications is to describe the fabrics, styles, textures, pockets, flaps, stamping, buttons, shoes, boots, jackets, clip-on ties, name tags, uniforms belts, care instructions and size as follows:

EXAMPLES: *Elbeco, and/or equal.*

21.0 NOTICE TO BIDDERS

The examples shown are to show the type and class of uniforms desired. Standard industry specifications for similar types of equipment and options will be considered "on spec" and responsive, provided that the general intention requirements are fulfilled. Basis of bid award shall be determined by equipment, which results in the highest degree of cost effectiveness, not necessarily the lowest amount bid.



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January 30, 2019 at 3:00 P.M.

Bid Form

- ❖ Bidders are required to **furnish uniform samples**, as required for this uniform contract. Bids sent with out samples will be grounds for automatic disqualification. This contract will be awarded on an **ALL** or nothing basis.

Delivery Date Guarantee – I agree to furnish the above items following the date of issuance of a purchase order by the City. I understand purchase orders may be canceled due to late delivery unless a determination of due cause can be made.

Delivery of uniforms shall occur on as needed basis. Successful contractor will coordinate schedule of deliveries with designated Brownsville Police Department official prior to commencement of contract.

The bid prices quoted on this form are firm bids which are good for one hundred eighty (180) calendar days following the opening of bid proposals and are not subject to price adjustments.

I have attached and initialed a copy of the City's specifications for the item(s) bid on this form to clarify my understanding as to what features shall be required in the equipment.

Signed _____

Title _____

Company _____

Date _____



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Technical Specifications:

Exhibit A



TERM CONTRACT FOR PURCHASE AND DELIVERY OF UNIFORMS AND ACCESSORIES FOR
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Change Form / Request for Approved Equals

PREPARED BY:	DATE:
ADDRESS:	PHONE: ()
_____ (UNIFORM TYPE)	SPEC. DATE:
LOCATION OF REQUEST FOR CHANGE (PAGE, PARAGRAPH #):	
CHANGE REQUESTED	
COMMENTS / REASON FOR CHANGE:	
AGENCY USE ONLY	
REVIEWED BY:	DATE:
ACTION TAKEN:	SECTION #: _____ - (UNIFORM) - (#)
COMMENT:	



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III. MISCELLANEOUS

- 20.0 **TERMINATION BY THE CITY** - The City of Brownsville reserves the right of unilateral termination of the contract by providing a thirty (30) day written notice of such intent.
- 21.0 **POINT OF CONTACT** – All information regarding the specifications or bidding procedures please contact Mr. Roberto C. Luna, Jr., Purchasing and Contracting Department Director, at (956) 548-6087.
- 22.0 **DISCLOSURE OF INTEREST FORM** - Please complete the attached Disclosure of Interest form and submit with your bid proposal.
- 23.0 **STATEMENT OF NON-COLLUSION FORM** - Enclosed is a Statement of Non-Collusion, which must be completed by the vendor and submitted with the bid.
- 24.0 **BID OPENING DATE** - Bid opening date will be at 4:00 P.M., September 17, 2015 at the Purchasing Department, located at City Hall 1001 E. Elizabeth St., Suite No. 101, Brownsville, Texas 78520.
- 25.0 **ADDENDA**

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Price.

Addendum No. Dated.....

Addendum No. Dated.....

Addendum No. Dated.....

Addendum No. Dated.....



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

AUTHORIZED CONTACT FORM:

This *IFB/RFP/SOQ has been issued by City of Brownsville Purchasing & Contract Services Department. The Purchasing & Contract Services Department shall be the vendor's sole point of contact with regard to the IFB/RFP/SOQ, its content, and all issues concerning it.

All communication regarding this IFB/RFP/SOQ shall be directed to an authorized representative of City Purchasing & Contract Services Department. The Purchasing Director or Assistant Director facilitating this IFB/RFP/SOQ is identified on the cover page, along with his or her telephone number, and he or she shall be the primary point of contact for discussions or information pertaining to the IFB/RFP/SOQ. Contact with any other City representative, including elected officials, for the purpose of discussing this IFB/RFP/SOQ, its content, or any other issue concerning it, is prohibited unless authorized by the Purchasing & Contract Services Department Director or Assistant Director. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other City representatives, may constitute grounds for rejection by the Purchasing & Contract Services Department of the vendor's quotation.

The above stated restriction on vendor contact with City representatives shall apply until the City has awarded a purchase order or contract to a vendor or vendors.

SIGNATURE _____ TITLE _____

COMPANY _____ DATE _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public _____

My Appointment Expires: _____

- * IFB – Invitation for Bids
- RFP – Request for Proposals
- SOQ – Statements of Qualifications



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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 the bidder notes a different period.

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. _____



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**CITY OF BROWNSVILLE
STATEMENT OF NON-COLLUSION**

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Date _____

Company _____

Address _____

Phone _____

Fax
Number _____

Bidder
(Signature) _____

Bidder
(Print Name) _____

Position
with Company _____

Signature of Company
Official Authorizing This
Bid _____

Company Official
(Print Name) _____

Official
Position _____

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



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**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:

ADDRESS

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

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



**TERM CONTRACT FOR PURCHASE AND DELIVERY OF UNIFORMS AND ACCESSORIES FOR
THE CITY OF BROWNSVILLE FIRE AND E.M.S DEPARTMENT
BID # FDU-14-0219 January 30, 2019 at 3:00 P.M.**

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: _____



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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 78522-0911



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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, 79th 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."



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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.

Submitted,

(Name of Bidder)

(Signature)

(Print)

Date



**TERM CONTRACT FOR PURCHASE AND DELIVERY OF UNIFORMS AND ACCESSORIES FOR
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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 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: _____



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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

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/>

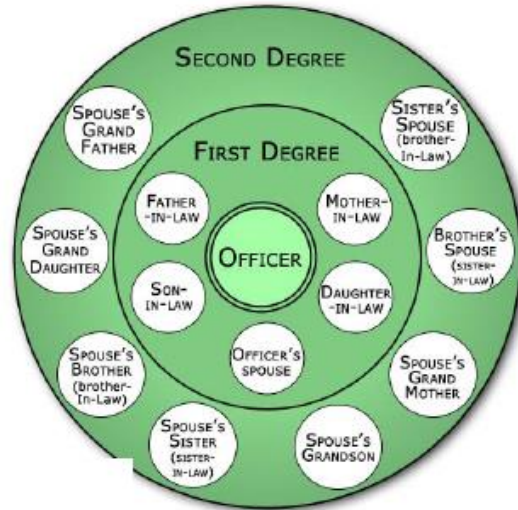
TERM CONTRACT FOR PURCHASE AND DELIVERY OF UNIFORMS AND ACCESSORIES FOR THE CITY OF BROWNSVILLE FIRE AND E.M.S DEPARTMENT
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NEPOTISM CHART

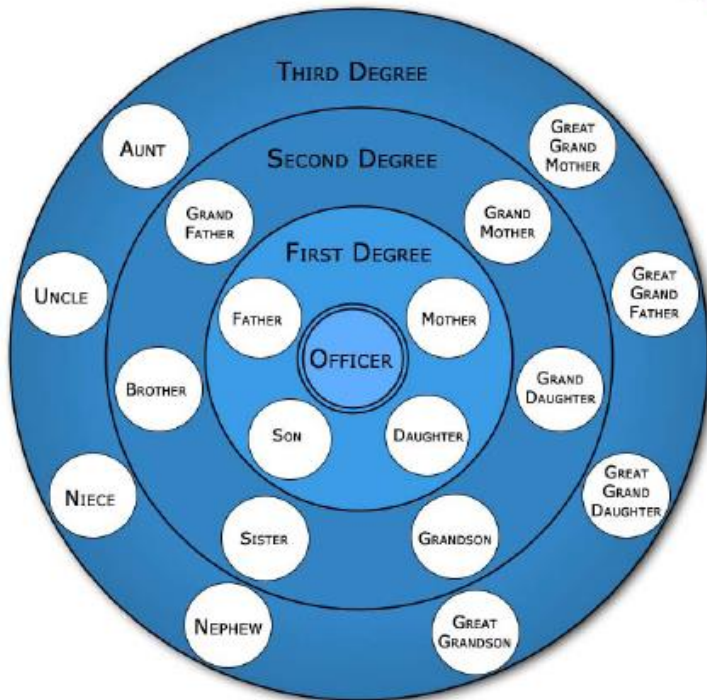
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

AFFINITY KINSHIP
Relationship by Marriage



CONSANGUINITY KINSHIP
Relationship by Blood





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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: ?
City: begins with
Zip: begins with
Sort by: ?
Output as: ?
Results: ?

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

UNIFORM ACQUISITION: Bid Form

Prices

Prices to include patches, embroidery and application
as well as hemming of trousers where applicable.

Under Armour Men's 7" Vasetz Side Zip Boot:

Unit Price (Pair) \$ _____
Same Price In
words: _____

Bates Lite Hi-Gloss Oxfords:

Unit Price (Pair) \$ _____
Same Price In
words: _____

Bates 8 Inch Ultra Lite Zipper Boot:

Unit Price (Pair) \$ _____
Same Price In
words: _____

Men's Rocky Paratrooper Boot:

Unit Price (Pair) \$ _____
Same Price In
words: _____

Bates Women's 8 Inch Tactical Zipper Boot:

Unit Price (Pair) \$ _____
Same Price In
words: _____

Bates Women's High Gloss Shoe:

Unit Price (Pair) \$ _____
Same Price In
words: _____

Name Tag:

Unit Price (Pair) \$ _____
Same Price In words: _____

Serving Since service tags:

Unit Price (Pair) \$ _____
Same Price In words: _____

Blackinton style J50

Unit Price (Pair) \$ _____
Same Price In words: _____

Blackinton style J51

Unit Price (Pair) \$ _____
Same Price In words: _____

Blackinton style J53

Unit Price (Pair) \$ _____
Same Price In words: _____

Blackinton style J54

Unit Price (Pair) \$ _____
Same Price In words: _____

Blackinton style J55

Unit Price (Pair) \$ _____
Same Price In words: _____

Deluxe Step in Boot Bag

Unit Price (Pair) \$ _____
Same Price In words: _____

Bell Crown Cap w/ Fire Dept. Buttons

Unit Price (Pair) \$ _____

Same Price In

words: _____

Nylon Garrison Belt:

Unit Price (Pair) \$ _____

Same Price In

words: _____

Emergency Rappelling Belt

Unit Price (Pair) \$ _____

Same Price In

words: _____

Leather Garrison Belt

Unit Price (Pair) \$ _____

Same Price In

words: _____

Long Sleeve Professional Poly/ Cotton Shirt Men's

Unit Price (Pair) \$ _____

Same Price In

words: _____

**Long Sleeve Professional Poly/ Cotton Shirt,
Women's**

Unit Price (Pair) \$ _____

Same Price In

words: _____

Long Sleeve Tactical Uniform Shirt Women's:

Unit Price (Pair) \$ _____

Same Price In

words: _____

Short Sleeve Tactical Uniform Shirt Women's

Unit Price (Pair) \$ _____

Same Price In

words: _____

Long Sleeve Tactical Uniform Shirt Men's

Unit Price (Pair) \$ _____
Same Price In
words: _____

Short Sleeve Tactical Uniform Shirt Men's

Unit Price (Pair) \$ _____
Same Price In
words: _____

**Under Armor Tactical Tech Custom Short Sleeve
T Shirt**

Unit Price (Pair) \$ _____
Same Price In
words: _____

5.11 Custom Screen Printed T Shirts 100% cotton

Unit Price (Pair) \$ _____
Same Price In
words: _____

Men's Tactical Pants

Unit Price (Pair) \$ _____
Same Price In
words: _____

Ladies Tactical Pant

Unit Price (Pair) \$ _____
Same Price In
words: _____

Men's Polyester Uniform Trouser

Unit Price (Pair) \$ _____
Same Price In
words: _____

Women's Polyester Uniform Trouser

Unit Price (Pair) \$ _____
Same Price In
words: _____

Under Armour WWP Raid Shorts 10" Inseam

Unit Price (Pair) \$ _____
Same Price In
words: _____

5.11 Tactical Uniform Hat One Size

Unit Price (Pair) \$ _____
Same Price In
words: _____

5.11 Tactical Job Fleece

Unit Price (Pair) \$ _____
Same Price In
words: _____

Blouse Coat

Unit Price (Pair) \$ _____
Same Price In
words: _____

Gold Stripe applied to both right and left sleeve

Unit Price (Pair) \$ _____
Same Price In
words: _____

Additional Stripe applied to both right and left sleeves

Unit Price (Pair) \$ _____
Same Price In
words: _____

TX MXC Gold

Unit Price (Pair) \$ _____
Same Price In
words: _____

ANSI 3 Two -Tone Reflective Rain Parka

Unit Price (Pair) \$ _____
Same Price In
words: _____

Liberty ANSI 3 Polar Parka

Unit Price (Pair) \$ _____
Same Price In
words: _____

Clip on Tie w/ Button Hole

Unit Price (Pair) \$ _____
Same Price In
words: _____

