City of Brownsville
PURCHASING/CONTRACTING DEPARTMENT

Invitation For Bids
For A Term Contract
For The Purchase & Delivery Of
Promotional Items For The City Of
Brownsville Departments

BID #CPI-02-1220

PRE-BID DATE:  October 23, 2019
PRE-BID TIME:  10:00 A.M.

BID DUE DATE:  November 12, 2019
BID DUE TIME:  2:00 P.M.
Calendar of Events

1. Advertise Solicitation: Sunday, October 13 and 30, 2019
2. Pre-Bid Meeting Date and Time: Wednesday, October 23, 2019 at 10:00 A.M.
4. Due Date for Written Questions: Friday, October 25, 2019 at 4:00 PM
5. Due Date for Written Answers/Addendum: Wednesday, October 30, 2019 at 5:00 P.M.

6. Due Date for Bids: Tuesday, November 12, 2019 at 2:00 P.M.

7. Tentative Award Date: Tuesday, December 3, 2019
Please submit this page upon receipt.

For any clarifications, please contact Mr. Roberto C. Luna, Jr. Chief Procurement & Contracting Officer, at the City of Brownsville Finance Department-Office of Procurement Services 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 ______________
Name: ___________________________
Company: ___________________________
Phone No. ____________________________
e-mail: ____________________________

(    ) Yes, I will be able to Bid.

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

PLEASE NOTE: Your company must be registered with the City of Brownsville Purchasing Department in order to participate.

Please take a moment to register or update your registration on our new form at the following web site address: https://www.cob.us/402/Purchasing-Contracts
Sealed, bids/proposals will be received by the City of Brownsville, at the Office of Roberto C. Luna, Jr., Chief Procurement & Contracting Officer, located at City Hall, 1001 E. Elizabeth Street, Suite 101, Brownsville, Texas 78520, (956) 548-6087, e-mail: purchasing@cob.us.

Copies of the bid documents consisting of detailed specifications, general requirements or other information may be obtained at the Finance Department-Office of Procurement Services.

Interested Bidders/Proposer are invited to attend the Bid/Proposal opening at the Office of the Purchasing/Contracting Department on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: http://www.bidnetdirect.com https://www.cob.us/Bids.aspx

Roberto C. Luna, Jr.
Chief Procurement & Contracting Officer
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 Purchase & Delivery of Promotional Items to be used by the City of Brownsville Departments.

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. Bids with less than 90% of requested items will be deemed non-responsive. 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 upon approval by the City Commission and shall expire July 31, 2021. The city of Brownsville has the unilateral discretion to terminate with a thirty day written notice at any time during this contract.

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.

6.0 TERMS – Net 30 days

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 Chief Procurement & Contracting Officer, 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:

   **Mr. Roberto C. Luna, Jr., Chief Procurement & Contracting Officer**  
   Finance Department  
   Office of Procurement Services  
   City of Brownsville - City Hall 1001 E. Elizabeth St.  
   First Floor, Suite No. 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 & Delivery Of Promotional Items For The City Of Brownsville Departments**

   **BID # CPI-02-1220**

   **OPENING DATE:**

   November 12, 2019 AT 2:00 P.M.

   To be considered, **One (1) original (marked original) and one (1) electronic version (Acrobat PDF format) on a USB Flash Drive or an electronic submittal via e-mail after 2:00 P.M. on November 12, 2019.**

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** – The term contract derived from this solicitation shall be awarded to a total of three (3) General Suppliers. There shall be contract award to a Level 1 – Primary Supplier, Level 2 – Secondary Supplier, Level 3 – Tertiary Supplier. Levels shall be determined on a net unit cost basis, with the lowest unit cost awarded Level 1 status, next lowest unit cost equates to Level 2 and so on. The contract will also be awarded to the responsible and responsive bidders meeting the specifications and having the lowest possible unit cost, consistent with the quality needed for effective use. All prices quoted will be firm. Award to successful bidder will be made by Brownsville City Commission action. Bid pricing shall be firm for the entire term of the awarded contract. 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 thirty (30) 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/](http://www.bls.gov/cpi/). The City of Brownsville will reserve the right to approve or 
disapprove any request for increased prices.

The City may at its option and expense have the Promotional Items 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.

Provided Promotional Items which tests show to not be in compliance shall be removed from 
premises at the contractor's expense. Additionally, no payment will be made to the supplier by the 
City, for the Promotional Items which do not meet the specifications.

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 
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.

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

A. 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.

A. 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 – Normal delivery of Promotional Items shall occur on as needed 
basis, with several ship to destinations within the municipality. Successful contractor will 
coordinate schedule of deliveries with designated division official prior to commencement of 
contract.

13.0 QUANTITY – No guarantee of any minimum or maximum purchase is made or implied.
TECHNICAL SPECIFICATIONS

14.0 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. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

C. All material specified is to be new, with maximum use period prior to expiration.

D. All parts, service, and technical support must be available locally.

E. Vendor shall be responsible with his carrier for any concealed damages. Damaged items shall be replaced or repaired to new condition.

15.0 NOTICE TO BIDDERS

Vendors must also submit a comprehensive catalog of products including rack-rate prices as well as a discount to be applied for increasing quantities.

16.0 BID FORM:

Vendor must specify Out of Catalog or Retail Price Percentage Discount On all Promotional Items

Vendors must also provide anticipated fees/costs for logo setup.
Out of Catalog or Retail Price Percentage Discount On all Promotional Items Bid Form

<table>
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<tr>
<th>Manufacturer Name</th>
<th>Catalog/Retail Price Sheet Description</th>
<th>Percentage Discount Off Retail/List Price</th>
<th>Estimated Delivery Time</th>
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Fees/costs for logo setup $______________

Delivery of Safety Supplies shall occur on as needed basis. Successful contractor will coordinate schedule of deliveries with designated City of Brownsville Departments prior to commencement of contract. Delivery Date Guarantee – I agree to furnish the above materials 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. The City of Brownsville reserves the right to increase or decrease items requested.

The undersigned agrees, if this bid is accepted, to furnish any and all items / services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period of 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 understand the specifications and any attachments contained in this bid package.

NAME AND ADDRESS OF COMPANY:  
________________________________________

AUTHORIZED

______________________________  
Signature

______________________________  
Date

______________________________  
Name
NOTE: In addition to responding to our “local” solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on BuyBoard, H-GAC, TPASS, TXDOT, US Communities and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included) All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

Notice to vendors:

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Respondent(s) responsibility to ensure that all Addenda have been received. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Respondent(s) signature on Addenda shall be interpreted as the vendor’s “recognition and compliance to” official changes as outlined by the City of Brownsville and as such are made part of the original bidding documents.
ATTACHMENT X – REQUEST FOR APPROVED EQUALS
Change Form / Request for Approved Equals

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<th>PREPARED BY:</th>
<th>DATE:</th>
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<tr>
<td>ADDRESS:</td>
<td>PHONE: (  )</td>
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<tr>
<td>SPEC. #: - __________</td>
<td>SPEC. DATE:</td>
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</tbody>
</table>

LOCATION OF REQUEST FOR CHANGE (PAGE, PARAGRAPH #):

CHANGE REQUESTED

COMMENTS / REASON FOR CHANGE:

AGENCY USE ONLY

| REVIEWED BY: | DATE: | CONTROL #: _____ - |
|--------------|-------| (TYPE) - (#) |
| ACTION TAKEN: | | COMMENT: |

Note: A separate form must be submitted for each request for an approved equal. Proposers are required to submit technical information for each item. Any request received without the necessary technical information will be returned.
III. MISCELLANEOUS

18.0 **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.

19.0 **POINT OF CONTACT** – All information regarding the specifications or bidding procedures please contact Mr. Roberto C. Luna, Jr., Chief Procurement & Contracting Officer, at (956) 548-6087.

20.0 **DISCLOSURE OF INTEREST FORM** - Please complete the attached Disclosure of Interest form and submit with your bid 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 bid.

22.0 **BID OPENING DATE** - Bid opening date will be on November 12, 2019 at 2:00 P.M. at the Office of Procurement Services, located at City Hall 1001 E. Elizabeth St., 1st Floor, Suite 101, Brownsville, Texas.

23.0 **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 ................................

The City of Brownsville reserves the right to reject any and all bids.
GENERAL INFORMATION REQUIRED FROM ALL BIDDERS

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

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

Date: ____________

COMPANY NAME: _________________________________________________________

AUTHORIZED REPRESENTATIVE: ____________________________________________

TITLE: _______________________________________________________________

ADDRESS: ____________________________________________________________

CITY, STATE, ZIP: ______________________________________________________

TELEPHONE NO:_________________________ FAX NO.________________
CITY OF BROWNSVILLE
STATEMENT OF NON-COLLUSION

The undersigned affirms that they are duly 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.
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 (    )______________________________

DISCLOSURE QUESTIONS

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

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

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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.”

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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.”

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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 AND SUBMIT TO:

THE CITY OF BROWNSVILLE
OFFICE OF PROCUREMENT SERVICES
P. O. BOX 911
BROWNSVILLE, TEXAS  78522-0911
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.

(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.


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
Restrictions on Lobbying Activity

A. Prohibited Contacts During Contract Evaluation

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

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

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

C. False Statements

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

D. Use of False Identification

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

E. Improper Influence

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

F. Improper Representation

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

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.
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\(^2\) 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\(^3\) 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%.

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\(^2\) “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.
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.

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

This *IFB/RFP/SOQ has been issued by City of Brownsville Finance Department Office of Procurement Services. The Finance Department Office of Procurement Services 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
CERTIFICATION FORM

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

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

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

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

C) CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

SIGNATURE _______________________________ TITLE _______________________________
COMPANY _______________________________ DATE ______________________________

State of __________________, County of _________________________________

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

Notary Public ______________________________

My Appointment Expires: ______________________________
TxDOT – DBE Business Forms

[Links are provided to the TxDOT and FTA websites for DBE certification information.]

A. DBE Certification

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

[Links to the South Central Texas Regional Certification Agency (SCTRCA) website are provided.]

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/](http://www.sctrca.org/)
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
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
CONDITIONAL RELEASE OF LIENS

STATE OF TEXAS

COUNTY OF CAMERON

OWNER: The City of Brownsville

CONTRACTOR: _____________________________

SUBCONTRACTOR/SUPPLIER: _____________________________

PROPERTY: Safety supplies contract

I, _______________________________ hold the office of _______________________ of the
Subcontractor/Supplier identified above (hereinafter “Subcontractor/Supplier”).

In consideration of the sum of $___________ and other good and valuable consideration, the receipt
and sufficiency of which are hereby acknowledged, the Subcontractor/Supplier hereby releases and
waives any right to file a petition to establish a Mechanic’s Lien or other lien, or any claim to a
Mechanic’s Lien or other lien which the Subcontractor/Supplier may now have, for such property
through the date hereof, and agrees to indemnify and hold harmless Owner/Contractor and its agents
and representatives from any and all claims, damages, losses, costs, expenses or liabilities, including
the not limited to attorney’s fees, incurred by the Owner/Contractor, its agents or representatives
arising out of or resulting from the Subcontractor/Supplier’s failure to pay or cause to be paid to any
persons or entities who may be entitle to claim a Mechanic’s Lien or other lien on the property by
virtue of any agreement with or obligation of the Subcontractor/Supplier through the date hereof.
Nothing herein contained shall in any way be deemed to restrict, modify, or waive the
Subcontractor/Supplier’s right to claim or assert any claim against the property for any materials or
labor or services hereafter furnished or performed on or about the property.

This lien release and waiver is given to secure payment in the amount of $_____________for a
portion of the work under the contract and will be fully effective upon the receipt of said payment.

DATE: _______________     BY: _______________________________________

WITNESS: ___________________________________

I hereby certify that on this _________________ day of ______________. 20 ______, before me, a
Notary Public for the state and county aforesaid, personally appeared
________________________________________, known to me or satisfactorily proven to be the
person whose name is subscribed to the foregoing instrument, who acknowledged that he/she has
executed the same for the purposes herein set forth, and that the same is his act and deed. In witness
hereof, I have set my hand and Notarial Seal the date and year first above written.

NOTARY PUBLIC: ______________________________

My Commission expires on: __________________________
Certificate of Interested Parties

House Bill 1295

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission’s website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Follow the hyperlink below to submit electronic filing application Form 1295 (Must be submitted with bid/proposal package to be considered by the City of Brownsville). The Purchasing/Contracting Department requires “CERTIFICATE OF INTERESTED PARTIES FORM 1295” from your firm in order to be considered as per Government Code section §2252.908

HTTPS://WWW.ETHICS.STATE.TX.US/FILE/

Acknowledged by,

(Name of Bidder)

(Signature)

(Print)

Date

Note: This page must be filled in and submitted with the sealed bid/proposal as an acknowledgement of bid/proposal document requirements by the City of Brownsville.
CERTIFICATE OF INTERESTED PARTIES

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of business entity filing form, and the city, state and country of the business entity’s place of business.</td>
</tr>
<tr>
<td>2</td>
<td>Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</td>
</tr>
<tr>
<td>3</td>
<td>Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.</td>
</tr>
<tr>
<td>4</td>
<td>Name of Interested Party</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Check only if there is NO Interested Party.</td>
</tr>
<tr>
<td>6</td>
<td>AFFIDAVIT</td>
</tr>
</tbody>
</table>

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said ____________________________________________________________________________, this the __________ day of ________________, 20______, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY
Protest Procedure
The protest must outline the specific portion of the specification or IFB procedure that had been violated.
Prospective bidders 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/Engineering) 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, Jr., Chief Procurement & Contracting Officer, City of Brownsville Finance Department-Office of Procurement Services, 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 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.

1.3.1 Protest Before Opening
Protests alleging restrictive specifications or improprieties which are apparent prior to the bid deadline or receipt of bids 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 bid opening. If the written protest is not received by the time specified in bid package 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 bidder, which shall be submitted to the Contracting Officer not less than ten (10) days after the date of the City of Brownsville’s request. So far as practicable, appeals will be decided based on the written appeal, information and written responses submitted by the appealing party and other proposers. In failure of any party to timely respond to a request form information, it may be deemed by the purchaser that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such case, the protest will proceed and will not be delayed due to the lack of response. Upon receipt and review of written
submissions and any independent evaluation deemed appropriate by the purchaser, the Contracting Officer shall either (a) render a decision, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested parties will be afforded the opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, if one is held, the Contracting Officer will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of the informal hearing.

1.3.2 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.

1.3.3 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.
TEXAS OPEN RECORDS ACT AND CONFIDENTIALITY

All materials submitted to the City of Brownsville pursuant to this Invitation for Bid/Request for Proposals/Statement of Qualifications become subject to the mandates of the Texas Open Records Act, Government Code, Chapter 552, Subchapter A, §§552.009; Subchapter D, §§552.205; and Subchapter F, §§552.261 through 552.274. The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a confidential privilege, persons who submit information to public bodies have no right to keep this information from public access or reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the City pursuant to this Request for Proposals is confidential under a specific state or federal statute and therefore not subject to the public access, you must comply with the following:

A. Place said documents/records in a separate envelope marked "Confidential" DO NOT label your entire response to the Request for Proposals as "Confidential" – label only those portions of the response that you feel are made confidential by state or federal law as "Confidential." If only a portion of a document is confidential, please identify specifically the portions of the document you are claiming are confidential. Under the State of Texas Open Records Act, the City is obligated to produce documents for public inspection even if the documents contain a portion which is confidential, but can redact the confidential parts.

B. For each such document for which you are claiming a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets.

Should an Open Records request be presented to the City requesting information you have identified as "Confidential," you will be responsible for defending your position in the Court where the proceeding is filed, if needed.

If you fail to identify any records submitted as part of your Proposal as "Confidential" by placing them in the "Confidential" envelope AND you fail to identify the specific state or federal law creating said privilege, you are irrefutably agreeing that said records are not confidential and are subject to public access.
CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION
As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit: I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that

under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

CERTIFICATION OF COMPLIANCE WITH HOUSE BILL 89
Vendor certifies that is in compliance with all applicable provisions of the House Bill 89. Purchases made in accordance under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 must comply with the following: 1. Does not boycott Israel currently; and 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Brownsville.

HOUSE BILL 793
Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

END OF BID PACKAGE