City of Brownsville
Finance Department - Procurement Services

Invitation for Bids
for Uniform Cleaning & Pressing for the
City of Brownsville Police Department

BID # UCP-33-0420

PRE- BID MEETING DATE:  April 7, 2020
PRE- BID MEETING TIME:  11:00 A.M.
At Purchasing Department – Conference Room

BID DUE DATE:  April 21, 2020
BID DUE TIME:  4:00 P.M.
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Invitation for Bids for the Uniform Cleaning & Pressing for the City of Brownsville
Police Department

BID # UCP-33-0420  April 21, 2020 at Time 4:00 P.M.

Acknowledgment of Receipt

I, _____________________________, the person whose signature appears below, hereby acknowledge receipt of the solicitation document(s) identified as Exhibit A – Technical Specifications, Drawings, Construction Specifications, Scope of work/services, quantities/estimates, brand names/samples, special forms and requirements, etc., etc., of the City of Brownsville, and further agree to provide the City with such additional documentation or information as may be requested by the City.

Signature: _____________________________
Date: _____________________________
Contact Information: _____________________________
Email: _____________________________
Phone: _____________________________
Fax: _____________________________

If any changes or corrections to the above information are required, please submit them to the City in writing within 24 hours of receipt of the solicitation document(s).

IIB Template.docx Page 2 of 48 Bidder’s Initials ____________
Calendar of Events

1. Advertise Solicitation:  **Sunday, March 29 and April 5, 2020**

2. Pre-Bid Meeting Date and Time:  **Tuesday, April 7, 2020 at 11:00 A.M.**

3. Due Date for Written Questions:  **Thursday, April 9, 2020, at 3:00 P.M.**

4. Due Date for Written Answers/Addendum:  **Wednesday, April 15, 2020 at 4:00 P.M.**

5. Due Date for Bids:  **Tuesday, April 21, 2020 at 4:00 P.M.**

6. Tentative Award Date:  **Tuesday, May 5, 2020**
Invitation for Bids for the Uniform Cleaning & Pressing for the City of Brownsville
Police Department

BID # UCP-33-0420                                April 21, 2020 at Time 4:00 P.M.

INVITATION

*B/P/Q (Bid/Proposal/Qualifications)

<table>
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<th>Description</th>
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<th>OPENING</th>
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<td>Invitation for Bids for Uniform Cleaning Pressing for the City of Brownsville Police Department</td>
<td>*B UCP-33-0420</td>
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<td>April 21, 2020 at 4:00 P.M.</td>
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</tbody>
</table>

Sealed, bids/proposals will be received by the City of Brownsville, at the Office of Jose F. Perez, Assistant Director, 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 Office of Procurement Services.

Interested Bidders/Proposer are invited to attend the Bid/Proposal opening at the Office of Procurement Services on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at:

http://www.cob.us

http://www.bidnetdirect.com

Jose F. Perez
Assistant Director
Finance Department-Purchasing/Contracting Division
Acknowledgment of Receipt

Please submit this page upon receipt.

For any clarifications, please contact Mr. Jose F. Perez, Assistant Director, at the City of Brownsville Purchasing & Contract Services office at (956) 548-6087 or e-mail: purchasing@cob.us.

Please fax, and/or e-mail this page upon receipt of I.F.B.

Fax: (956) 546-2711

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

Date: _____________

( ) Yes, I will be able to submit a Bid.

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

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

Name: ____________________________

Company: ____________________________

Phone #: ____________________________  Fax #: ____________________________

E-mail address: ________________________________

PLEASE NOTE:

Please take a moment to register your Company with the City of Brownsville Purchasing Department or update your registration on our new form at the following web site address:

http://purchasing.cob.us  https://idp.bidnetdirect.com
MISCELLANEOUS

GENERAL INFORMATION: It is the intent of the City of Brownsville, Texas to solicit sealed competitive bids for the Uniform Cleaning & Pressing for the City of Brownsville Police Department

Point of Contact: For information regarding bidding procedures contact Mr. Jose F. Perez, Chief Procurement & Contracting Officer (956) 548-6087

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.

Forms. Enclosed you will find a Disclosure of Interests Form and a Statement of Non-Collusion. Fill-in both forms and return with your bid.

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

STATEMENT OF NON-COLLUSION FORM - Enclosed is a Statement of Non-Collusion, which must be completed by the vendor and submitted with the bid.

CERTIFICATION FORM - Compliance with requirements for the participation of DBE’s/ Debarment, Suspension, and other ineligibility and voluntary exclusion lower tier covered transactions/ Certification regarding restrictions on lobbying.

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........................................

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Addendum No. ............... Dated........................................
Invitation for Bids for Uniform Cleaning & Pressing for the City of Brownsville Police Department

BID # UCP-33-0420

April 21, 2020 at Time 4:00 P.M.

BID OPENING DATE

The public bid opening shall be held on **April 21, 2020 at 4:00 P.M.**, in the Office of Procurement Services. Said office is located at City Hall, 1001 E. Elizabeth St., 1st Floor, Suite No. 101, Brownsville, Texas 78521

SUBMISSION OF BIDS:

One (1) original (marked original) and one (1) electronic version (Acrobat PDF format only) of the Invitation for Bid are to be submitted. Once submitted, bids become the property of the City. Invitation for Bids must be signed by a duly authorized official of the Firm's/Contractor's organization.

Mark Envelope:

**Invitation for Bids for Uniform Cleaning & Pressing for the City of Brownsville Police Department**

Bid Opening Date: April 21, 2020
Bid Opening Time: 4:00 P.M.

- Telegraphic bids will not be considered.
- Bids may not be withdrawn after the bid opening.
- The City of Brownsville reserves the right to reject any and all bids.

SUBMISSION OF REQUESTS FOR CLARIFICATIONS OR CHANGES:

All requests for approved equals, modifications or clarifications must be received in writing, no later than **Thursday, April 9, 2020 at 3:00 P.M.**, Central Time, to Mr. Jose F. Perez, City of Brownsville, City Hall 1001 E. Elizabeth St., First Floor, Suite 101, Brownsville, Texas, 78520.

Bid Bond

A certified or cashier's Check or an original Bid Bond Proposal Guaranty issued by a corporate surety company licensed to do business in the State of Texas and payable to the order of the City of Brownsville, Texas, in an amount not less than five percent (5%) of the greatest total amount of the Bid Proposal, must accompany each Bid as a guarantee that if awarded the Contract, the successful Bidder will promptly enter into a Contract and execute payment and performance bonds as outlined in the specification and Contract Documents.
Payment and Performance Bond Requirements

Sec. 252.044. CONTRACTOR'S BOND. (a) If the contract is for the construction of public works, the bidder to whom the contract is awarded must execute a good and sufficient bond. The bond must be:

1. in the full amount of the contract price;
2. conditioned that the contractor will faithfully perform the contract; and
3. executed, in accordance with Chapter 2253, Government Code, by a surety company authorized to do business in the state.

(b) Repealed by Acts 1993, 73rd Leg., ch. 865, Sec. 2, eff. Sept. 1, 1993.
(c) The governing body of a home-rule municipality by ordinance may adopt the provisions of this section and Chapter 2253, Government Code, relating to contractors' surety bonds, regardless of a conflicting provision in the municipality's charter.


A Payment & Performance Bond (Only applies to Construction/Construction-Rehabilitation), in an amount of not less than one hundred percent (100%) of the Contract Price, conditioned upon the faithful performance of the Contract; a Payment Bond, as required by Chapter §2253 of the Texas Government Code, guaranteeing the payment of all persons supplying labor and furnishing materials; and an Extended Warranty Bond, either by separate instrument or incorporated in the foregoing bonds, will be required. Payment and performance bonds provided to the City of Brownsville for these purposes are required to conform with Article 7.19-1 of the Texas Insurance Code. To that end, all bonds provided (i) must be executed by a surety company holding a certificate of authority from the United States secretary of the treasury to qualify on obligations permitted or required under federal law—or- (ii) must be provided by a surety company that is covered by reinsurance for any liability in excess of $100,000.00 from a reinsurer authorized and admitted as a reinsurer in Texas holding a certificate of authority from the United States secretary of the treasury to qualify on obligations permitted or required under federal law. (See Chapter 2253 – Performance and Payment Bond)

A. A listing on the Department of the Treasury Listing of Approved Sureties on the date of bond issuance shall be sufficient proof of the previously mentioned certificate of authority.

B. A copy of the reinsurance contract(s) with accompanying cover letter with original signature shall be sufficient proof of the previously mentioned reinsurance.
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Police Department

BID # UCP-33-0420                                April 21, 2020 at Time 4:00 P.M.

Contractor shall provide either a copy of the list as described in “A.” above, or the contract(s) and letter described in “B.” above, together with the payment and performance bonds.

Bid Bonds, Performance Bonds, Payment Bonds, and Extended Warranty Bonds issued by a corporate surety company not licensed to do business in the State of Texas will not be accepted.

PAYMENT AND PERFORMANCE BONDING CAPACITY LETTER - To be included with bid package.

LIQUIDATED DAMAGES
The undersigned BIDDER further agrees to complete the project and achieve substantial completion within (______) Consecutive Calendar Days submittal from the date of Commencement, unless such time is extended by the City of Brownsville and that ($0.00) per each consecutive calendar day will be the measure of liquidated damages assessed the undersigned for each calendar day in excess required to complete work under the contract for each portion of the project.

INDEMNIFICATION
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.

**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.

**CHANGE ORDERS** - No oral statement of any person shall modify or otherwise change, or
affect the terms, conditions or specifications stated in the resulting contract. All change
orders will be made in writing by the City of Brownsville Purchasing & Contract Services
Department.

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

**CANCELLATION OF PROCUREMENT** - The City of Brownsville reserves the right to
cancel the procurement, at any time for any reason before the Contract is fully executed
and approved on behalf of the City.

**AVAILABILITY OF FUNDS** - This procurement is subject to the availability of funding.
The City’s obligation hereunder is contingent upon the availability of appropriated funds
from which payment for the Contract purposes can be made. No legal liability on the part
of the City for any payment shall arise until funds are made available to the Contracting
Officer for this Contract and until the Contractor receives notice of such availability, to be
confirmed in writing by the Contracting Officer. Any award of Contract hereunder will be
conditioned upon said availability of funds for the Contract.

**BID PRICING** - The proposal prices quoted on this form are firm proposal prices, which are
good for Ninety-(90) calendar days following the acknowledgement of proposals and are
not subject to price adjustments. I have attached and initialed a copy of the City’s
specifications for the item(s) proposal on this form to clarify my understanding as to what
features shall be required in the equipment.

**BID AWARD** – Bid award will be made on **ALL** on nothing basis.

**NON-APPROPRIATION CLAUSE:** Not withstanding 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.
BASIS OF BID AWARD – The contract will be awarded to the responsible and responsive bidder meeting the specifications and having the lowest possible unit price of the Bid, consistent with the quality needed for effective use. All prices quoted will be firm. Award to successful bidder will be made by Commission action.

BID DOCUMENT SUBMITTAL REQUIREMENTS – Bid Documents, all Pages, including bidder’s Initials, Bid Price Form, and other forms are specified on bid package.

Exhibit A – Technical Specifications, Drawings, Construction Specifications, Scope of work/services, quantities/estimates, brand names/samples, special forms and requirements, etc., etc.

INSURANCE - The contractor shall, at no expense to the City, instruct their insurance agent or carrier to furnish a certificate of insurance attesting to the issuance of policies affording coverage as required and listed in this section. Certificates required by this contract shall be submitted prior to award of the contract and should be forwarded to:

   City of Brownsville
   Finance Department-Purchasing/Contracting Division
   City Hall 1001 E. Elizabeth St., 1st Floor, Suite No. 101
   P. O. Box 911, Brownsville, Texas 78520
   Attention: Mr. Jose F. Perez, Assistant Director
   BID # UCP-33-0420

   A. The contractor shall furnish and keep in full force during the term of this contract the following insurance coverage:

      A) Worker’s Compensation Insurance Amount: Statutory
      B) Comprehensive General Liability Insurance Amount:
         $500,000  Each Occurrence
         $1,000,000  General Aggregate
      C) Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles) Amount:
         $500,000  Combined Single Limit

   B. The premiums to be expended for all of the above-enumerated policies of insurance shall be paid by the contractor. The policies of insurance, certificates of insurance and the insurance company(s) issuing such certificates or policies of insurance must be acceptable to the City.

   C. All policies or certificates of insurance must be issued indicating that such policies or certificates are applicable to work being performed under a specific contract or to all work performed by the contractor for the City of Brownsville.

   D. All of the aforementioned policies and certificates of insurance should be issued immediately after the contractor receives notification of award. It should be clearly
understood that the contractor is not to commence any work until a written notice to proceed is received from the City. Policies and certificates of insurance must clearly indicate that they will remain in force for a period of at least twelve (12) months from inception date.

E. A minimum of thirty (30) days written notification must be given by an insurer of any alteration, material change or cancellation affecting any certificates or policies of insurance as required under this contract. The City of Brownsville is to be named as an additional insured.

1) Such required notification must be sent via registered or certified mail to the address indicated in Section above.

APPLICATION FOR PROGRESS PAYMENT: (Construction/Renovation Only) Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the CONTRACT DOCUMENTS. If Payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be 10% (ten percent). The retainage shall be held by the owner until all the work has been satisfactorily completed and accepted in writing. At that time the retainage may be released and included in the Final Payment.

CONTRACTOR'S WARRANTY OF TITLE: Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:

(Construction/Renovation Only)

Architect will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing ARCHITECT’S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and re-submit the Application twenty (20) days after the presentation of the Application for Payment with ARCHITECT’S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.
Restrictions on Lobbying Activity

A. **Prohibited Contacts During Contract Evaluation**

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

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

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

C. **False Statements**

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

D. **Use of False Identification**

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

E. **Improper Influence**

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

F. **Improper Representation**

A lobbyist or the vendor/contractor or any of their agents/representatives cannot represent that the person can control or obtain the vote or action of any city official.
Disclosures and Requirements for City Vendors/Contractors

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

A. Prohibited Contacts During Contract Evaluation

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

B. The City’s Discretionary Contracts Disclosure Form

When seeking a discretionary 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 totaling more than $100 made by the parties or the other individuals or entities listed on the form made directly or indirectly to:
- any current or former member of City Commission, including the Mayor;
- any candidate for City Commission, including the Mayor;
- any political action committee (PAC) that contributes to City Commission elections.

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

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

C. Chapter 176 of the Local Government Code

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

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

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

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

D. Political Contribution Prohibition

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

The designation of “high-profile” is assigned in accordance with the City of Brownsville Purchasing Policy Manual.
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 Purchasing & Contract Services Department. The Purchasing Director or Assistant Director facilitated 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 other City representative, including elected officials, for the purpose of discussing this IFB/RFP/SOQ 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 (verbally or in writing) contact with such other City representatives, may constitute grounds for rejection of the IFB/RFP/SOQ.

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
Invitation for Bids for the Uniform Cleaning & Pressing for the City of Brownsville
Police Department

BID # UCP-33-0420

April 21, 2020 at Time 4:00 P.M.

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. ________________
Note: A separate form must be submitted for each request for an approved equal. Proposers are required to submit technical information for each item before the due date and time. Any request received without the necessary technical information will be returned.
FORM FOR PROPOSAL DEVIATIONS

The following form shall be completed for each condition, exception, reservation or understanding (i.e., Deviations) in the proposal according to “Conditions, Exceptions, Reservations and Understandings”.

Deviation # _________________________  Offeror:_________________

Sollicitation Ref: ___________  Page:_______  Section:__________

Complete Description of Deviations: ___________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

Rationale (Pros & Cons): _____________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
VENDOR ACKNOWLEDGMENT FORMS
CITY OF BROWNSVILLE
NON-COLLUSIVE BIDDING CERTIFICATION

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

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

Date: ___________________

Company Name: _________________________________

Signature: _________________________________

Title: _________________________________

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

Date: ______________

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.”

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Department</th>
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</table>

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.”

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Department</th>
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<tbody>
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</tbody>
</table>
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.”

<table>
<thead>
<tr>
<th>Name</th>
<th>Board, Commission, or Committee</th>
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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, Deputy 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.”
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
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

SECOND DEGREE

FIRST DEGREE

OFFICER

MOTHER-IN-LAW

SISTER-IN-LAW

SON-IN-LAW

DAUGHTER-IN-LAW

SPouse’s SPOUSE (sister-in-law)

SPouse’s SPOUSE (brother-in-law)

SPouse’s GRAND SISTER

SPouse’s GRAND BROTHER

SPouse’s GRAND DAUGHTER

SPouse’s GRAND SON

MOther

MOTHER

GRAND MOTHER

GRAND MOTHER

GRAND FATHER

GRAND FATHER

SECOND DEGREE

THIRD DEGREE

OFFICER

FATHER

MOTHER

GRAND FATHER

GRAND MOTHER

GRAND DAUGHTER

GRAND SON

SISTER

BROTHER

AUNT

UNCLE

NIECE

NEPHEW

CONSANGUINITY KINSHIP
Relationship by Blood

This chart illustrates the relationships that may be involved in nepotism, as defined by the Texas Government Code.
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.

1. Name of business entity filing form, and the city, state and country of the business entity’s place of business.

2. Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3. 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.

<table>
<thead>
<tr>
<th>Name of Interested Party</th>
<th>City, State, Country (place of business)</th>
<th>Nature of Interest (check applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Controlling  Intermediary</td>
</tr>
</tbody>
</table>

5. Check only if there is NO Interested Party. [ ]

AFFIDAVIT

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

Affix notary stamp/seal above

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

Form provided by Texas Ethics Commission
www.ethics.state.tx.us Adopted 10/5/2015
HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:
Historically Underutilized Businesses “HUB”

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

| Texas County: | Cameron |
| City: | begins with |
| Zip: | begins with |
| Sort by: | City |
| Results: | column, all matches |

Output may contain coded information in Hub Status and Reason Of CMBL.
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: __________________________
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: Jose F. Perez, Assistant Director, City of Brownsville Finance Department-Purchasing/Contracting Division, 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 Chief Procurement & Contracting Officer 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 parities 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.
CHAPTER 2253. PUBLIC WORK PERFORMANCE AND PAYMENT BONDS

SUBCHAPTER A. GENERAL PROVISIONS

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2253. PUBLIC WORK PERFORMANCE AND PAYMENT BONDS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 2253.001. DEFINITIONS. In this chapter:

(1) "Governmental entity" means a governmental or quasi-governmental authority authorized by state law to make a public work contract, including:

   (A) the state, a county, or a municipality;
   (B) a department, board, or agency of the state, a county, or a municipality; and
   (C) a school district or a subdivision of a school district.

(2) "Payment bond beneficiary" means a person for whose protection and use this chapter requires a payment bond.

(3) "Prime contractor" means a person, firm, or corporation that makes a public work contract with a governmental entity.

(4) "Public work contract" means a contract for constructing, altering, or repairing a public building or carrying out or completing any public work.

(5) "Public work labor" means labor used directly to carry out a public work.

(6) "Public work material" means:
(A) material used, or ordered and delivered for use, directly to carry out a public work;
(B) specially fabricated material;
(C) reasonable rental and actual running repair costs for construction equipment used, or reasonably required and delivered for use, directly to carry out work at the project site; or
(D) power, water, fuel, and lubricants used, or ordered and delivered for use, directly to carry out a public work.

(7) "Retainage" means the part of the payments under a public work contract that are not required to be paid within the month after the month in which the public work labor is performed or public work material is delivered under the contract.

(8) "Specially fabricated material" means material ordered by a prime contractor or subcontractor that is:
(A) specially fabricated for use in a public work; and
(B) reasonably unsuitable for another use.

(9) "Subcontractor" means a person, firm, or corporation that provides public work labor or material to fulfill an obligation to a prime contractor or to a subcontractor for the performance and installation of any of the work required by a public work contract.


Sec. 2253.002. EXEMPTION. This chapter does not apply to a public work contract entered into by a state agency relating to an action taken under Subchapter F or I, Chapter 361, Health and Safety Code, or Subchapter I, Chapter 26, Water Code.

Added by Acts 1997, 75th Leg., ch. 793, Sec. 18, eff. Sept. 1, 1997.
SUBCHAPTER B. GENERAL REQUIREMENTS; LIABILITY

Sec. 2253.021. PERFORMANCE AND PAYMENT BONDS REQUIRED. (a) A governmental entity that makes a public work contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity:

(1) a performance bond if the contract is in excess of $100,000; and

(2) a payment bond if:

(A) the contract is in excess of $25,000, and the governmental entity is not a municipality or a joint board created under Subchapter D, Chapter 22, Transportation Code; or

(B) the contract is in excess of $50,000, and the governmental entity is a municipality or a joint board created under Subchapter D, Chapter 22, Transportation Code.

(b) The performance bond is:

(1) solely for the protection of the state or governmental entity awarding the public work contract;

(2) in the amount of the contract; and

(3) conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.

(c) The payment bond is:

(1) solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material; and

(2) in the amount of the contract.

(d) A bond required by this section must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon’s Texas Insurance Code).

(e) A bond executed for a public work contract with the state or a department, board, or agency of the state must be payable to the state and its form must be approved by the
attorney general. A bond executed for a public work contract with another governmental entity must be payable to and its form must be approved by the awarding governmental entity.

(f) A bond required under this section must clearly and prominently display on the bond or on an attachment to the bond:

(1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

(2) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

(g) A governmental entity may not require a contractor for any public building or other construction contract to obtain a surety bond from any specific insurance or surety company, agent, or broker.

(h) A reverse auction procedure may not be used to obtain services related to a public work contract for which a bond is required under this section. In this subsection, "reverse auction procedure" has the meaning assigned by Section 2155.062 or a procedure similar to that described by Section 2155.062.


Amended by:

Acts 2005, 79th Leg., Ch. 728 (H.B. 2018), Sec. 11.122, eff. September 1, 2005.

Acts 2009, 81st Leg., R.S., Ch. 1304 (H.B. 2515), Sec. 1, eff. September 1, 2009.
Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 1.01, eff. September 1, 2011.

Sec. 2253.022. PERFORMANCE AND PAYMENT BONDS; INSURED LOSS. (a) A governmental entity shall ensure that an insurance company that is fulfilling its obligation under a contract of insurance by arranging for the replacement of a loss, rather than by making a cash payment directly to the governmental entity, furnishes or has furnished by a contractor, in accordance with this chapter:

(1) a performance bond as described by Section 2253.021(b) for the benefit of the governmental entity; and

(2) a payment bond as described in Section 2253.021(c) for the benefit of the beneficiaries described by that subsection.

(b) The bonds required to be furnished under Subsection (a) must be furnished before the contractor begins work.

(c) It is an implied obligation under a contract of insurance for the insurance company to furnish the bonds required by this section.

(d) To recover in a suit with respect to which the insurance company has furnished or caused to be furnished a payment bond, the only notice required of a payment bond beneficiary is the notice given to the surety in accordance with Subchapter C.

(e) This section does not apply to a governmental entity when a surety company is complying with an obligation under a bond that had been issued for the benefit of the governmental entity.

(f) If the payment bond required by Subsection (a) is not furnished, the governmental entity is subject to the same liability that a surety would have if the surety had issued the payment bond and the governmental entity had required the bond to be provided. To recover in a suit under this subsection, the only notice required of a payment bond beneficiary is a notice given to the governmental entity, as if the governmental entity were the surety, in accordance with Subchapter C. Added by Acts 1997, 75th Leg., ch. 1132, Sec. 3, eff. Sept. 1, 1997.

Sec. 2253.023. ATTEMPTED COMPLIANCE. (a) A bond furnished
by a prime contractor in an attempt to comply with this chapter shall be construed to comply with this chapter regarding the rights created, limitations on those rights, and remedies provided.

(b) A provision in a bond furnished by a prime contractor in an attempt to comply with this chapter that expands or restricts a right or liability under this chapter shall be disregarded, and this chapter shall apply to that bond.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2253.024. INFORMATION FROM CONTRACTOR OR SUBCONTRACTOR. (a) A prime contractor, on the written request of a person who provides public work labor or material and when required by Subsection (c), shall provide to the person:

(1) the name and last known address of the governmental entity with whom the prime contractor contracted for the public work;

(2) a copy of the payment and performance bonds for the public work, including bonds furnished by or to the prime contractor; and

(3) the name of the surety issuing the payment bond and the performance bond and the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, for obtaining information concerning licensed insurance companies.

(b) A subcontractor, on the written request of a governmental entity, the prime contractor, a surety on a bond that covers the public work contract, or a person providing work under the subcontract and when required by Subsection (c), shall provide to the person requesting the information:

(1) the name and last known address of each person from whom the subcontractor purchased public work labor or material, other than public work material from the subcontractor's inventory;
(2) the name and last known address of each person to whom the subcontractor provided public work labor or material;

(3) a statement of whether the subcontractor furnished a bond for the benefit of its subcontractors and materialmen;

(4) the name and last known address of the surety on the bond the subcontractor furnished; and

(5) a copy of that bond.

(c) Information requested shall be provided within a reasonable time but not later than the 10th day after the receipt of the written request for the information.

(d) A person from whom information is requested may require payment of the actual cost, not to exceed $25, for providing the requested information if the person does not have a direct contractual relationship with the person requesting information that relates to the public work.

(e) A person who fails to provide information required by this section is liable to the requesting person for that person's reasonable and necessary costs incurred in getting the requested information.

Amended by:
   Acts 2005, 79th Leg., Ch. 728 (H.B. 2018), Sec. 11.123, eff. September 1, 2005.

Sec. 2253.025. INFORMATION FROM PAYMENT BOND BENEFICIARY.
(a) A payment bond beneficiary, not later than the 30th day after the date the beneficiary receives a written request from the prime contractor or a surety on a bond on which a claim is made, shall provide to the contractor or surety:

   (1) a copy of any applicable written agreement or purchase order; and

   (2) any statement or payment request of the beneficiary
that shows the amount claimed and the work performed by the beneficiary for which the claim is made.

(b) If requested, the payment bond beneficiary shall provide the estimated amount due for each calendar month in which the beneficiary performed public work labor or provided public work material.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2253.026. COPY OF PAYMENT BOND AND CONTRACT. (a) A governmental entity shall furnish the information required by Subsection (d) to any person who applies for the information and who submits an affidavit that the person:

(1) has supplied public work labor or material for which the person has not been paid;

(2) has contracted for specially fabricated material for which the person has not been paid; or

(3) is being sued on a payment bond.

(b) The copy of the payment bond or public work contract is prima facie evidence of the content, execution, and delivery of the original.

(c) An applicant under this section shall pay any reasonable fee set by the governmental entity for the actual cost of preparation of the copies.

(d) A governmental entity shall furnish the following information to a person who makes a request under Subsection (a):

(1) a certified copy of a payment bond and any attachment to the bond;

(2) the public work contract for which the bond was given; and

(3) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, for obtaining information concerning licensed insurance companies.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1,
Sec. 2253.027. LIABILITY OF GOVERNMENTAL ENTITY. (a) If a governmental entity fails to obtain from a prime contractor a payment bond as required by Section 2253.021:

(1) the entity is subject to the same liability that a surety would have if the surety had issued a payment bond and if the entity had obtained the bond; and

(2) a payment bond beneficiary is entitled to a lien on money due to the prime contractor in the same manner and to the same extent as if the public work contract were subject to Subchapter J, Chapter 53, Property Code.

(b) To recover in a suit under Subsection (a), the only notice a payment bond beneficiary is required to provide to the governmental entity is a notice provided in the same manner as described by Subchapter C. The notice must be provided as if the governmental entity were a surety.

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 statues 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.
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.

Unit prices quoted are to be held firm for a one (1) year period commencing from date of award of Service Contract.

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CONTRACT NUMBER: ___________________ COMMODITY NUMBER: ___________________
(if applicable) (if applicable)
CONSIDERATION OF LOCATION OF BIDDER’S PRINCIPAL PLACE OF BUSINESS.

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

(a) This section applies only to a municipality 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 principal place of business is in the municipality and 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 for construction services in an amount of less than $100,000 or a contract for other purchases in an amount of less than $500,000 with:

(1) the lowest 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 (H.B. 664), Sec. 1, eff. September 1, 2005.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 660 (H.B. 2082), Sec. 1, eff. June 19, 2009.
Acts 2009, 81st Leg., R.S., Ch. 1266 (H.B. 987), Sec. 9, eff. June 19, 2009.
Acts 2011, 82nd Leg., R.S., Ch. 513 (H.B. 1869), Sec. 2, eff. June 17, 2011.
Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 2.12, eff. September 1, 2011.

“This Act applies only to a contract for which the initial notice soliciting bids is given on or after the effective date of this Act. A contract for which the initial notice soliciting bids is given before that date is governed by the law in effect when the initial notice is given, and the former law is continued in effect for that purpose.”
Consideration of Location of Bidder's Principal Place of Business

Local Government Code § 271.9051.

Section 271.9051 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 principal place of business is in the municipality and 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 for construction services in an amount of less than $100,000 or a contract for other purchases in an amount of less than $500,000. (1) the lowest 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.

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 Statue § 271.9051.

The following information should be submitted in Spreadsheet form:

1. Total Project Cost
2. Direct Labor cost per employee for employees residing in Brownsville.
3. Indirect Labor cost per employee for employees residing in Brownsville.
4. Materials Cost, per line item, showing materials supplied by Brownsville vendors.
5. Profit & Overhead, as distributed to Brownsville residents.
6. A statement defining how the funds if spent in Brownsville, would impact the Brownsville economy.

( ) I WOULD LIKE TO INVOKE “§ 271.9051. CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS" WITH MY BID AND WILL COMPLY WITH THE CITY OF BROWNSVILLE REQUIREMENTS ABOVE. (BIDDER WILL HAVE TO SUBMIT THEIR INFORMATION TO THE PURCHASING & CONTRACT SERVICES DEPARTMENT WITHIN 5 DAYS AFTER THE BID OPENING TO BE CONSIDERED)

Submitted,

(Name of Bidder)

(Signature)

(Print)

Date

Bidder’s Initials __________
Exhibit “A”

WASHING AND PRESSING OF POLICE OFFICER UNIFORMS:
Police Officer Shirts, Polo Shirts, Shorts, Pants, and Battle Dress Uniforms (BDU’s) Shirts and Pants must be washed and clean of any and all substances (stains) and manually pressed per manufacturer’s recommendation. They are to be clean of any and all substances (stains).

All shirts shall be pressed with military creases front and back. All shirt sleeves shall be pressed with creases and all pants and shorts shall be pressed with pant leg creases so that a neat and orderly appearance is presented.

Uniform Pants: wool Dry clean, press and place on hanger

Uniform Shirts: Long sleeve or short sleeve, poly lycra, Battle Dress Uniform or polo. Launder, press and place on hanger.

A minimum of 8 sets per month and up to a maximum of 16 sets per month per officer.

Successful vendor shall provide the person designated by the Chief of Police with individual tickets manually signed by the department employee requesting the service. Same ticket shall show employee identification number, date, quantity of garments, type of garment, cost per garment and total cost. These tickets must accompany each monthly invoice.

All uniforms must be completely serviced and stored in an enclosed area away from exposure to weather elements i.e., dust, rain, etc., and protected against theft.

Uniforms that are damaged by the successful vendor to the extent that they are unserviceable or do not present a neat and well-ordered appearance, the successful vendor will either repair said clothing or reimburse the City of Brownsville for the said garments at the current replacement cost. The City shall have the right to make the decision whether said damaged garments should be repaired or replaced. Any repairs occasioned by damage done by the successful vendor shall be without charge to the City. Usual and normal wear and tear shall not be considered damage done to said garments by the successful vendor.

Successful vendor agrees to begin work herein contemplated immediately after written notice to proceed from the City to do so and to prosecute such work to completion in accordance with the number of days as stated in the bid form (attached) with reasonable diligence. This contract shall expire one year from date of award. The City of Brownsville reserves the right to extend the contract(s) for a period of two (2) years in one (1) year increments if the performance of the successful contractor is satisfactory and unit prices remain firm.
**BID FORM**

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<th>750 qty Uniform Pants: wool Dry clean, press and place on hanger</th>
<th>$____________ Price For Each</th>
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| 750 qty Uniform Shirts: Long sleeve or short sleeve, poly lycra, Battle Dress Uniform or polo. Launder, press and place on hanger. | $____________ Price For Each |

Submitted,

________________________________________
(Name of Bidder)

__________________________
(Signature)

__________________________
(Print)

__________________________
Date