



**City of Brownsville
Purchasing and Contracting Department**

**REQUEST FOR PROPOSALS
FOR A
TERM CONTRACT FOR
THE PURCHASE AND DELIVERY OF AWARDS,
TROPHIES, PLAQUES AND PERSONAL
RECOGNITION PRODUCTS**

RFP # PDA-37-0710

**PRE-PROPOSAL MEETING DATE: June 16, 2010
PRE-PROPOSAL MEETING TIME: 2:00 P.M.**

**PROPOSAL DUE DATE: June 25, 2010
PROPOSAL DUE TIME: 4:00 P.M.**



**TERM CONTRACT FOR PURCHASE AND DELIVERY OF
AWARDS, TROPHIES, PLAQUES AND PERSONAL RECOGNITION PRODUCTS**
RFP # PDA- 37-0710 Proposal Due Date and Time: June 25, 2010 @ 4:00p.m.

Please submit this page upon receipt.

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

Please fax or mail this page upon receipt of bid package
Fax: (956) 546-2711 Due date to respond **June 18, 2010**

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

Date: _____

Yes, I will be able to Bid.

Name: _____

Company: _____

Phone # _____

E-mail _____

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

PLEASE NOTE:

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



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I. GENERAL INTENT, REQUIREMENTS AND CONDITIONS

- 1.0 **GENERAL INTENT** - It is the intent of the City of Brownsville to solicit Request for Proposals from qualified vendors on a term contract to provide Awards, Trophies, Plaques and Personal Recognition Products on an as needed basis for various City Departments.
- 2.0 **GENERAL CONDITIONS** -
- A. It is the requirement of the respondents to acquaint themselves fully with the conditions of the specifications and the type of service expected. The failure or omission of any respondent to examine any form, instrument, or document shall in no way relieve him from any obligation of this invitation.
 - B. All proposals must be submitted on the proposal quotation form supplied with this specification. Partial submittals will not be accepted. A proposal may be withdrawn, however, and resubmitted anytime prior to the closing time for receipt of proposals.
 - C. Respondents 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 any financial interest, direct or indirect, in any contract with the City or shall be financially interested directly or indirectly, in the sale to the City of any materials, supplies or services.
- 3.0 **TERM OF CONTRACT** -
- This contract shall commence on Approval by City Commission, and shall expire on September 30th, 2011. The City of Brownsville reserves the unilateral right and option to extend the life of the contract for two (2) periods of one (1) year each thereafter.
- 4.0 **PREPARATION OF PROPOSAL** -
- 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 proposed; *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 **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** – The **CITY OF BROWNSVILLE reserves the right to reject any or all proposals.** It further reserves the right to waive technicalities and formalities in proposals, as well as to accept in whole or in part such proposal where it deems it advisable in protection of the best interests of the City.
- 6.0 **TERMS** – Net 30 days after receipt of invoice.



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7.0 **PROPOSAL QUOTATION FORM** – Each respondent must submit a price on the blank line adjacent to the required item. The respondent shall sign the submittal correctly and initial each page. Proposal(s) may be rejected if they show any omissions, alterations of form, additions not requested, conditional proposal(s) or any irregularities.

8.0 **FILING OF PROPOSALS**

One (1) original (marked original), six (6) copies, and one (1) electronic version (Acrobat PDF format, one file only) of the proposal are to be submitted. Once submitted, proposals become the property of City of Brownsville. Proposals must be signed by a duly authorized official of the Firm's/Contractor's organization. Proposals are due at 4:00 PM on June 25, 2010 in a sealed envelope and addressed to:

Proposals and changes there to shall be enclosed in a sealed envelope and addressed to:
(Do not send bids by registered or certified mail.)

**Mr. Roberto C. Luna, Jr., Purchasing and Contracting
Purchasing and Contracting Department
City of Brownsville
City Hall 1001 E. Elizabeth St., Suite 101
(PO Box 911)
Brownsville, TX 78520**

Lower left hand corner shall be marked as follows:

OFFICIAL PROPOSAL FOR:

**REQUEST FOR PROPOSALS
FOR A
TERM CONTRACT
FOR THE PURCHASE AND DELIVERY OF
AWARDS, TROPHIES, PLAQUES AND PERSONAL RECOGNITION PRODUCTS**

RFP # PDA-37-0710

DUE DATE & TIME: June 25, 2010 AT 4:00 P.M.

Telegraphic proposals will not be considered.

Proposals may not be withdrawn after the proposals due date.

If "No Response" please explain. No response will be basis for removal from vendor list.



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9.0 MULTI-LEVEL CONTRACT AWARD

It is the intent of this solicitation to procure a term contract that shall be awarded to a total of three (3) general vendors/suppliers. There shall be a 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.

No more than one level shall be awarded to any vendor/supplier participating in this solicitation. If at any time the **Primary Level 1** Supplier cannot fulfill its obligations upon receipt of a "Purchase Order" for a specific amount of material(s), then the City has as its option the authority to award that specific amount of material(s) to the **Secondary Level 2** Supplier at the previously established and awarded unit cost amount. Should the Level 2 Supplier be unable to fulfill its obligation, then the City has as its option the authority to award that specific amount of material(s) to the **Tertiary Level 3** Supplier. In the event that all 3 contractors renege on the City's issued Purchase Order, then the contract shall be rescinded and the City will proceed to initiate the RFP process to award a new term contract. The three (3) contractors under the rescinded contract shall be ineligible to participate on the subsequent solicitation.

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

Respondents agrees that if proposal is accepted, vendor/supplier 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, respondents agrees that he/she will abide by all applicable terms of the minority business enterprise program of the City of Brownsville.

11.0 PATENTED MATERIAL, DEVICES AND PROCESSES.

If the awarded respondent 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 respondent and the surety shall indemnify and save harmless the City of Brownsville from any and all claims for infringement by reason of the use of any patented design, device, materials or process or any trademark or copyright used in connection with the work and they shall indemnify the City of Brownsville against any cost, expense or damages which it may be obliged to pay by reason of such infringement, at any time during the prosecution or after the completion of the work.

12.0 DELIVERY REQUIREMENTS – Delivery of item(s) shall occur on as needed basis. Successful vendor/supplier will coordinate schedule of deliveries with designated City Department official prior to commencement of contract.



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13.0 **QUANTITY** – please refer to section titled PROPOSAL QUOTATION FORM for quantity requirements. **Listed requirements are a yearly estimate.**

14.0 **NON-APPROPRIATION CLAUSE**

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

15.0 **INDEMNIFICATION**

RESPONDENT 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 RESPONDENT'S activities under this contract, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, 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 RESPONDENT 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. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT 's activities under this contract, and shall see to the investigation and defense of such claim or demand at Respondents cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph. Any lawsuits with respect to, in connection with or arising out of this agreement shall be brought in a court in Cameron County, Texas and the parties hereto consent to the jurisdiction and venue of such court for Cameron County, Texas as the sole and exclusive forum, **unless such court is unavailable**, for the resolution of claims by the parties arising under or relating to this agreement.”



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16.0 PROPOSAL BOND

A certified or cashier's Check payable to the order of the City of Brownsville, Texas, in an amount of \$500.00, must accompany each Proposal as a guarantee in pricing.

17.0 DEVIATION FROM SPECIFICATIONS

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

18.0 AUDIT

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

19.0 Force Majeure

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

20.0 Applicable Laws

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

21.0 Restrictions on Lobbying Activity

A. Prohibited Contacts During Contract Evaluation

A vendor/contractor/supplier or a vendor's/contractor's/supplier'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



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by contractors, respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer.

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

A Lobbyist or a Vendor/Contractor/supplier 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/Supplier.

C. False Statements

A lobbyist or the vendor/contractor/supplier 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/supplier 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/supplier 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/supplier 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/Suppliers

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

A. Prohibited Contacts During Contract Evaluation

A vendor/contractor/supplier or a vendor's/contractor's/supplier'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



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a City Commission agenda item. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer. There is a parallel no-contact provision for lobbyists and their agents.

B. The City's Discretionary Contracts Disclosure Form

When seeking a discretionary^{1[2]} city contract, the contractor must submit a form disclosing:

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

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

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

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

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

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.



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The Texas Ethics Commission is responsible for drafting the questionnaire and a link to the form on the Texas Ethics Commission website is posted on the "Forms" page of the city's ethics webpage. It is subject to change and anyone subject to the requirement should consult the TEC website to obtain the most up-to-date form.

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

D. Political Contribution Prohibition

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

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

- ¹ City Official – the Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Brownsville.
- ² "Discretionary contract" means any contract other than those which by law must be awarded on a low or high qualified bid process. They do not include contracts subject to Section 252.022(a)(7) of the Texas Local Government Code or those contracts not involving an exercise of judgment or choice.
- ³ Political contributions include both campaign and officeholder contributions.
- ⁴ "High-Profile"- A designation of profile assessment, based on contract value, level of community interest, non-competitive acquisition, and contract complexity.



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

A. Table of Contents

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

B. Introduction

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

C. Technical Requirements

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

D. References

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

TECHNICAL SPECIFICATIONS

22.0 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. Respondents are required to state exactly what they intend to furnish, and you shall be required to furnish the items as specified. Samples may be requested by the evaluation committee.
- C. Vendor shall be responsible with his carrier for any concealed damages. Damaged items shall be replaced or repaired to new condition at no cost to the City of Brownsville.
- D. All material specified is to be new, no less than one year factory warranty from date of acceptance.
- E. All trophy, award, plaque engraving shall be laser engraving.



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23.0 NOTICE TO RESPONDENTS

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

Request for Proposal is calling for a PERCENT DISCOUNT from a Catalog (manufacturer's catalog) or benchmark price index will be for the purpose of purchasing items where anticipated quantities cannot be predetermined. The City will purchase awards, trophies, plaques and personal recognition products during the CONTRACTED TERM on an "AS NEEDED" basis. Quantities (if indicated) are guesstimates only, based on prior year usage. Unknown quantities are to be purchased for certain items that cannot be reasonably determined; i.e., certain awards, plaques, trophies

24.0 Professional Liability:

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

Insurance:

During the term of the Agreement, the respondent shall procure and keep in force the following insurances:

- A. Worker's Compensation Insurance protection all of its employees.
- B. General Liability and Property Damage Insurance, with limits, ONE MILLION DOLLARS (\$1,000,000).
- C. Agrees to name City of Brownsville, its officials, officers, agents and employees as additional insured in said policy, and shall give the City at least thirty (30) days notice of any material change in or cancellation or non-renewal of such policies. Shall provide the City, with either copies of these policies, or alternatively, Certificates of Insurance, to confirm such coverage.

25.0 PERSONNEL

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

26.0 Subcontracting

Vendor/supplier may subcontract services to be performed hereunder with the prior approval of the City, which shall not unreasonably withhold approval. No such approval will be construed as making City party of, or to, such subcontract, nor shall approval be construed as subjecting City to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the vendor/supplier of its liability and obligation under this Contract; and despite such subcontracting City of



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Brownsville shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that approved Subcontractors have achieved the same liability coverage as the Contractor.



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27.0

Proposal Quotation Form

		<u>Unit Price</u>
<ul style="list-style-type: none"> • <u>1st Place Trophy - 36 " with a 3- line plate</u> 2-Tier Cherry Finish - 3-Post 1-6" Figure on Top of a 2" column 3-Ball Trims 1 - Trim Figure Torch(3")on a 2" column in the middle 3 – 24" Columns with an insert holder on top of a 5"column in the middle and brown wood base 	Estimated yearly Qty: 80 Delivery: _____ Days	\$ _____ _____
<ul style="list-style-type: none"> • <u>2nd Place Trophy – 29"-30" with a 3- line plate</u> 1-Tier Cherry Finish - 3-Post 1-6" Figure on Top of a 2" column 3-Ball Trims 3 -18" Columns insert holder on top of a 7.5"column in the middle Check Rings for each trophy column and brown wood base 	Estimated yearly Qty: 80 Delivery: _____ Days	\$ _____ _____
<ul style="list-style-type: none"> • <u>3rd Place Trophy – 24"-25" with a 3-Line Plate</u> 1-Tier Cherry Finish - 3-Post 1-6" Figure on Top of a 2" column 3-Ball Trims 3 -16" Columns insert holder on top of a 6"column in the middle Check Rings for each trophy column Brown wood base 	Estimated yearly Qty: 80 Delivery: _____ Days	\$ _____ _____
<ul style="list-style-type: none"> • <u>Individual Trophy</u> all will have name plates- 2-Lines 6" Figure and Brown wood base Check Rings for each trophy column 	Estimated yearly Qty: 400 Delivery: _____ Days	\$ _____ _____
<ul style="list-style-type: none"> • <u>Individual Trophy</u> all will have name plates- 2-Lines 6" Figure w 4"Column and Brown wood base Check Rings for each trophy column 	Estimated yearly Qty: 400 Delivery: _____ Days	\$ _____ _____



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<ul style="list-style-type: none"> • <u>Individual Trophy</u> all will have name plates- 2-Lines 6" Figure w 6"Column and Brown wood base Check Rings for each trophy column 	<p>Estimated yearly Qty: 400 Delivery: _____ Days</p>	<p>\$ _____</p>
<ul style="list-style-type: none"> • <u>Individual Trophy</u> all will have name plates- 2-Lines 6" Figure w 8" Column and Brown wood base Check Rings for each trophy column 	<p>Estimated yearly Qty: 400 Delivery: _____ Days</p>	<p>\$ _____</p>
<ul style="list-style-type: none"> • <u>Individual Medals</u> 2 3/4 Medals Mylar insert (as per sport needed) w/ a 2-color Olympic neck Ribbon 	<p>Estimated yearly Qty: 1500 Delivery: _____ Days</p>	<p>\$ _____</p>
<ul style="list-style-type: none"> • <u>Individual Medals</u> 2 3/4 Medals 3-D (as per sport needed) w/ a 2-color Olympic neck Ribbon 	<p>Estimated yearly Qty: 1500 Delivery: _____ Days</p>	<p>\$ _____</p>
<ul style="list-style-type: none"> • <u>1st Place Trophy - 30 " with a 3- line plate</u> 2-Tier Cherry Finish - 3-Post 1-6" Figure on Top of a 2" column 3-Ball Trims 3 - 8" Columns 1 - Trim Figure Torch(3")on a 2" column in the middle 3 - 25' Columns with an insert holder on top of a 5"column in the middle and black marble base 	<p>Estimated yearly Qty: 80 Delivery: _____ Days</p>	<p>\$ _____</p>



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<ul style="list-style-type: none"> • <u>2nd Place Trophy - 28" with a 3- line plate</u> 1-Tier Cherry Finish - 3-Post 1-6" Figure on Top of a 2" column 3-Ball Trims 3 -18" Columns insert holder on top of a 7.5"column in the middle Check Rings for each trophy column and black marble base 	<p>Estimated yearly Qty: 80 Delivery: _____ Days</p>	<p>\$ _____</p>
<ul style="list-style-type: none"> • <u>3rd Place Trophy - 26 with a 3-Line Plate</u> 1-Tier Cherry Finish - 3-Post 1-6" Figure on Top of a 2" column 3-Ball Trims 3 -16" Columns insert holder on top of a 6"column in the middle Check Rings for each trophy column and black marble base 	<p>Estimated yearly Qty: 80 Delivery: _____ Days</p>	<p>\$ _____</p>
<ul style="list-style-type: none"> • <u>Individual Trophy</u> all will have name plates- 2-Lines 6" Figure and black marble base Check Rings for each trophy column 	<p>Estimated yearly Qty: 400 Delivery: _____ Days</p>	<p>\$ _____</p>
<ul style="list-style-type: none"> • <u>Individual Trophy</u> all will have name plates- 2-Lines 6" Figure w 4"Column and black marble base Check Rings for each trophy column 	<p>Estimated yearly Qty: 400 Delivery: _____ Days</p>	<p>\$ _____</p>
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<ul style="list-style-type: none"> • <u>Individual Trophy</u> all will have name plates- 2-Lines 6" Figure w 8" Column and black marble base Check Rings for each trophy column 	<p>Estimated yearly Qty: 400 Delivery: _____ Days</p>	<p>\$ _____</p>



**TERM CONTRACT FOR PURCHASE AND DELIVERY OF
AWARDS, TROPHIES, PLAQUES AND PERSONAL RECOGNITION PRODUCTS**
RFP # PDA- 37-0710 Proposal Due Date and Time: June 25, 2010 @ 4:00p.m.

<ul style="list-style-type: none"> <u>1st Place Trophy - 30 " with a 3- line plate</u> 2-Tier Cherry Finish - 3-Post 1-6" Figure on Top of a 2" column 3-Ball Trims 3 - 8" Columns 1 - Trim Figure Torch(3")on a 2" column in the middle 3 - 25' Columns with an insert holder on top of a 5"column in the middle and white marble base 	<p>Estimated yearly Qty: 80 Delivery: _____ Days</p>	<p>\$ _____</p>
<ul style="list-style-type: none"> <u>2nd Place Trophy - 28" with a 3- line plate</u> 1-Tier Cherry Finish - 3-Post 1-6" Figure on Top of a 2" column 3-Ball Trims 3 -18" Columns insert holder on top of a 7.5"column in the middle Check Rings for each trophy column and white marble base 	<p>Estimated yearly Qty: 80 Delivery: _____ Days</p>	<p>\$ _____</p>
<ul style="list-style-type: none"> <u>3rd Place Trophy - 26 with a 3-Line Plate</u> 1-Tier Cherry Finish - 3-Post 1-6" Figure on Top of a 2" column 3-Ball Trims 3 -16" Columns insert holder on top of a 6"column in the middle Check Rings for each trophy column and white marble base 	<p>Estimated yearly Qty: 80 Delivery: _____ Days</p>	<p>\$ _____</p>
<ul style="list-style-type: none"> <u>Individual Trophy</u> all will have name plates- 2-Lines 6" Figure and white marble base Check Rings for each trophy column 	<p>Estimated yearly Qty: 400 Delivery: _____ Days</p>	<p>\$ _____</p>
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<ul style="list-style-type: none"> • <u>2nd Place Trophy - 28" with a 3- line plate</u> 1-Tier Cherry Finish - 3-Post 1-6" Figure on Top of a 2" column 3-Ball Trims 3 -18" Columns insert holder on top of a 7.5"column in the middle Check Rings for each trophy column and black marble base 	<p>Estimated yearly Qty: 80 Delivery: _____ Days</p>	<p>\$ _____</p>
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RFP # PDA- 37-0710

Proposal Due Date and Time: June 25, 2010 @ 4:00p.m.

<ul style="list-style-type: none"> • <u>Individual Trophy</u> all will have name plates- 2-Lines 6" Figure and black marble base Check Rings for each trophy column 	<p>Estimated yearly Qty: 400 Delivery: _____ Days</p>	<p>\$ _____</p>
<ul style="list-style-type: none"> • <u>Individual Trophy</u> all will have name plates- 2-Lines 6" Figure w 4"Column and black marble base Check Rings for each trophy column 	<p>Estimated yearly Qty: 400 Delivery: _____ Days</p>	<p>\$ _____</p>
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<ul style="list-style-type: none"> • <u>2nd Place Trophy - 28" with a 3- line plate</u> 1-Tier Cherry Finish - 3-Post 1-6" Figure on Top of a 2" column 3-Ball Trims 3 -18" Columns insert holder on top of a 7.5"column in the middle Check Rings for each trophy column and plastic base 	<p>Estimated yearly Qty: 80 Delivery: _____ Days</p>	<p>\$ _____</p>



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<ul style="list-style-type: none"> • <u>3rd Place Trophy - 26 with a 3-Line Plate</u> 1-Tier Cherry Finish - 3-Post 1-6" Figure on Top of a 2" column 3-Ball Trims 3 -16" Columns insert holder on top of a 6"column in the middle Check Rings for each trophy column and plastic base 	<p>Estimated yearly Qty: 80 Delivery: _____ Days</p>	<p>\$ _____</p>
<ul style="list-style-type: none"> • <u>Individual Trophy</u> all will have name plates- 2-Lines 6" Figure and plastic base Check Rings for each trophy column 	<p>Estimated yearly Qty: 400 Delivery: _____ Days</p>	<p>\$ _____</p>
<ul style="list-style-type: none"> • <u>Individual Trophy</u> all will have name plates- 2-Lines 6" Figure w 4"Column and plastic base Check Rings for each trophy column 	<p>Estimated yearly Qty: 400 Delivery: _____ Days</p>	<p>\$ _____</p>
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<ul style="list-style-type: none"> • <u>Individual Trophy</u> all will have name plates- 2-Lines 6" Figure w 8" Column and plastic base Check Rings for each trophy column 	<p>Estimated yearly Qty: 400 Delivery: _____ Days</p>	<p>\$ _____</p>

<ul style="list-style-type: none"> • <u>Document Plaque with Gold Pushpin Nails</u> 11-1/2" X 17" Holds: 8-1/2 X 14" Certificate Plaque Finish: Walnut 	<p>Estimated yearly Qty: 80 Delivery: _____ Days</p>	<p>\$ _____</p>
<ul style="list-style-type: none"> • <u>Do-It- Yourself Plaques</u> 11-1/2" X 17" Holds: 8-1/2 X 14" Certificate Plaque Finish: Walnut 	<p>Estimated yearly Qty: 80 Delivery: _____ Days</p>	<p>\$ _____</p>



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RFP # PDA- 37-0710 Proposal Due Date and Time: June 25, 2010 @ 4:00p.m.

<ul style="list-style-type: none"> <u>T-Shirts Champion Awards</u> White - 50/50 with a 1 color front 	Estimated yearly Qty: 500 Delivery: _____ Days	\$ _____
<ul style="list-style-type: none"> <u>T-Shirts Champion Awards</u> White - 50/50 with a 2 color front 	Estimated yearly Qty: 500 Delivery: _____ Days	\$ _____
<ul style="list-style-type: none"> <u>T-Shirts Champion Awards</u> White - 50/50 with a 3 color front 	Estimated yearly Qty: 500 Delivery: _____ Days	\$ _____
<ul style="list-style-type: none"> <u>T-Shirts Champion Awards</u> Dark - 50/50 with a 1 color front 	Estimated yearly Qty: 500 Delivery: _____ Days	\$ _____
<ul style="list-style-type: none"> <u>T-Shirts Champion Awards</u> Dark - 50/50 with a 2 color front 	Estimated yearly Qty: 500 Delivery: _____ Days	\$ _____
<ul style="list-style-type: none"> <u>T-Shirts Champion Awards</u> Dark- 50/50 with a 3 color front 	Estimated yearly Qty: 500 Delivery: _____ Days	\$ _____
<ul style="list-style-type: none"> <u>T-Shirts - Team Shirts</u> White - 50/50 with a 1 color front 1-color number on back 	Estimated yearly Qty: 2000 Delivery: _____ Days	\$ _____
<ul style="list-style-type: none"> <u>T-Shirts - Team Shirts</u> White - 50/50 with a 2 color front 1-color number on back 	Estimated yearly Qty: 2000 Delivery: _____ Days	\$ _____



**TERM CONTRACT FOR PURCHASE AND DELIVERY OF
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RFP # PDA- 37-0710 Proposal Due Date and Time: June 25, 2010 @ 4:00p.m.

<ul style="list-style-type: none"> • <u>T-Shirts - Team Shirts</u> White - 50/50 with a 3 color front 1-color number on back 	<p style="text-align: center;">Estimated yearly Qty: 2000</p> <p>Delivery: _____ Days</p>	<p style="text-align: center;">\$</p> <hr style="width: 100%;"/>
<ul style="list-style-type: none"> • <u>T-Shirts - Team Shirts</u> Dark - 50/50 with a 1 color front 1-color number on back 	<p style="text-align: center;">Estimated yearly Qty: 2000</p> <p>Delivery: _____ Days</p>	<p style="text-align: center;">\$</p> <hr style="width: 100%;"/>
<ul style="list-style-type: none"> • <u>T-Shirts - Team Shirts</u> Dark - 50/50 with a 2 color front 1-color number on back 	<p style="text-align: center;">Estimated yearly Qty: 2000</p> <p>Delivery: _____ Days</p>	<p style="text-align: center;">\$</p> <hr style="width: 100%;"/>
<ul style="list-style-type: none"> • <u>T-Shirts - Team Shirts</u> Dark - 50/50 with a 3 color front 1-color number on back 	<p style="text-align: center;">Estimated yearly Qty: 2000</p> <p>Delivery: _____ Days</p>	<p style="text-align: center;">\$</p> <hr style="width: 100%;"/>
<ul style="list-style-type: none"> • <u>T-Shirts - Team Shirts w/Sponsors</u> White - 50/50 with a 1 color front 1-color number on back 1-color sponsor on back 	<p style="text-align: center;">Estimated yearly Qty: 2000</p> <p>Delivery: _____ Days</p>	<p style="text-align: center;">\$</p> <hr style="width: 100%;"/>
<ul style="list-style-type: none"> • <u>T-Shirts - Team Shirts w/Sponsors</u> White - 50/50 with a 2 color front 1-color number on back 1-color sponsor on back 	<p style="text-align: center;">Estimated yearly Qty: 2000</p> <p>Delivery: _____ Days</p>	<p style="text-align: center;">\$</p> <hr style="width: 100%;"/>
<ul style="list-style-type: none"> • <u>T-Shirts - Team Shirts w/Sponsors</u> White - 50/50 with a 3 color front 1-color number on back 1-color sponsor on back 	<p style="text-align: center;">Estimated yearly Qty: 2000</p> <p>Delivery: _____ Days</p>	<p style="text-align: center;">\$</p> <hr style="width: 100%;"/>
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**TERM CONTRACT FOR PURCHASE AND DELIVERY OF
AWARDS, TROPHIES, PLAQUES AND PERSONAL RECOGNITION PRODUCTS**

RFP # PDA- 37-0710

Proposal Due Date and Time: June 25, 2010 @ 4:00p.m.

<ul style="list-style-type: none"> • <u>T-Shirts - Team Shirts w/Sponsors</u> Dark - 50/50 with a 2 color front 1-color number on back 1-color sponsor on back 	<p>Estimated yearly Qty: 2000</p> <p>Delivery: _____ Days</p>	<p>\$</p> <p>_____</p>
<ul style="list-style-type: none"> • <u>T-Shirts - Team Shirts w/Sponsors</u> Dark - 50/50 with a 3 color front 1-color number on back 1-color sponsor on back 	<p>Estimated yearly Qty: 2000</p> <p>Delivery: _____ Days</p>	<p>\$</p> <p>_____</p>
<ul style="list-style-type: none"> • <u>Team Basketball Reversible Jerseys</u> Contrasting Colors - Red/White, Royal/White, Green/White, Black/White, Maroon/White 1-Color Number on Back - on both Sides 1-Color Team Sponsor or Team Name on Front - on Both Sides 	<p>Estimated yearly Qty: 2000</p> <p>Delivery: _____ Days</p>	<p>\$</p> <p>_____</p>
<ul style="list-style-type: none"> • <u>Cherry Finish Plaque 10 Years</u> Black glossy plate with gold lettering 5" X 7" 	<p>Estimated yearly Qty: 40</p> <p>Delivery: _____ Days</p>	<p>\$</p> <p>_____</p>
<ul style="list-style-type: none"> • <u>Cherry Finish Plaque 15 Years</u> Black glossy plate with gold lettering 8" X 10" 	<p>Estimated yearly Qty: 40</p> <p>Delivery: _____ Days</p>	<p>\$</p> <p>_____</p>
<ul style="list-style-type: none"> • <u>Cherry Finish Plaque 20 Years</u> Black glossy plate with gold lettering 9" X 12" 	<p>Estimated yearly Qty: 30</p> <p>Delivery: _____ Days</p>	<p>\$</p> <p>_____</p>
<ul style="list-style-type: none"> • <u>¾" Sail Boat Acrylic 25 Years award</u> 5 ½" X 8 ½" 	<p>Estimated yearly Qty: 20</p> <p>Delivery: _____ Days</p>	<p>\$</p> <p>_____</p>
<ul style="list-style-type: none"> • <u>5"x10", Ice Top Reflection 30 Years</u> Jagged Top, Rectangle, Acrylic, Plastic, Rectangle Base, Transparent 	<p>Estimated yearly Qty:: 4</p> <p>Delivery: _____ Days</p>	<p>\$</p> <p>_____</p>



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RFP # PDA- 37-0710 Proposal Due Date and Time: June 25, 2010 @ 4:00p.m.

ADDITIONAL CATALOGS

The City may wish to purchase items from catalogs supplied by the bidder that are not listed herein. If respondent has catalogs from which the City can order, respondent is requested to submit catalog(s) and indicate in the name of the catalog and the corresponding percentage (%) discount offered on that catalog. Submission of additional catalogs will not be considered in the award criteria.

Catalog Name (manufacture)	Percentage (%) Discount
_____	_____
_____	_____
_____	_____

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

Delivery of items shall occur on as needed basis. Successful contractor will coordinate schedule of deliveries with designated City Brownsville Department(s) official prior to commencement of contract.

The proposed prices quoted on this form are firm which are good for one hundred eighty (365) calendar days following the opening of bid proposals and are not subject to price adjustments.

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

Signed _____

Title _____

Company _____

Date _____



**TERM CONTRACT FOR PURCHASE AND DELIVERY OF
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SELECTION AND AWARD PROCESS

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

Evaluation Criteria Score Sheet

Company/ Firm Qualifications and Credibility (Years in Service)	20 Total Points
Company Response Time	15 Total Points
Trophy, Award, Plaque Workmanship & Quality	15 Total Points
Client References	25 Total Points
Fee Schedule/ Cost Proposal	25 Total Points
Grand Total	100



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III. MISCELLANEOUS

- 28.0 **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.
- 29.0 **POINT OF CONTACT** – All information regarding the specifications or bidding procedures please contact Mr. Roberto C. Luna, Jr., Purchasing and Contracting Department Director, at (956) 548-6087.
- 30.0 **DISCLOSURE OF INTEREST FORM** - Please complete the attached Disclosure of Interest form and submit with your bid proposal.
- 31.0 **STATEMENT OF NON-COLLUSION FORM** - Enclosed is a Statement of Non-Collusion, which must be completed by the vendor and submitted with the bid.
- 32.0 **PROPOSAL DUE DATE** – Proposal Due date will be at 4:00 P.M., June 25, 2010 at the Purchasing Department, located at City Hall 1001 E. Elizabeth St., Suite No. 101, Brownsville, Texas 78520.
- 33.0 **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
- Addendum No. Dated
- Addendum No. Dated

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



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34.0 Proposal Rejection:

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

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. Comparing price quotations submitted on other current quotations, current price lists, or other established or competitive prices would perform a price analysis.

Incurring Costs

All costs incurred in the preparation and submission of proposal will be borne by the Respondent.

Economy of Preparation

Proposal documents must be prepared simply and economically, and provide a straightforward, concise delineation of capabilities proposed to satisfy the requirements of the RFP. Unnecessarily elaborate brochures or other presentations are not required. Completeness and clarity of content must be emphasized. All brochures, presentations and items submitted in support of proposals will become part of the Contract.

Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn in person by written notice received at any time prior to the closing date and time specified. Proposals may be withdrawn in person by an authorized representative of the Respondent.

Solicitation of Amendments

In the event an amendment to this RFP is issued, all solicitation terms and conditions will remain in effect unless specifically changed by the amendment. Respondents must remit an acknowledgment of receipt of such amendment(s) to the place designated. The acknowledgment must be remitted prior to the hour and date specified for receipt of proposals in the amended RFP.



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RESPONDENTS WHO DO NOT ACKNOWLEDGE RECEIPT OF RFP AMENDMENTS IN A TIMELY MANNER BY ONE OF THE FOLLOWING METHODS WILL BE ELIMINATED FROM FURTHER CONSIDERATION:

- a. Returning one signed copy of the amendment.
- b. Acknowledging receipt of the amendment on at least one signed copy of the submitted proposal.
- c. Submitting a signed letter which acknowledges the amendment(s) and refers to the RFP and amendment number(s).

If a Respondent desires to change a proposal that already has been submitted, the change may be made by a signed letter that refers to the RFP and amendment number(s). The letter must be received at the designated place, prior to the hour and date specified for receipt of proposals in the amended RFP.

ALL SIGNATURES ON PROPOSALS, AMENDMENTS, OR RELATED CORRESPONDENCE MUST BE BY PERSONS WHO ARE AUTHORIZED TO CONTRACTUALLY BIND THE RESPONDENT.

City Procurement Regulations

City procurement regulations reflecting applicable State and local laws and regulations, provided that the process ensures competitive procurement and that the procedures conform to applicable Federal law including 49 CFR Part 18, specifically Section 18.36 and FTA Circular 4220.1D, "Third Party Contracting Requirements" will be used throughout the solicitation, evaluation, award and administration process for this proposal/contract. Proposers will provide a plan to maintain a contract administration system that ensures that contractors perform in accordance with terms, conditions, and specifications of their contracts or purchase orders.

Protest Procedure

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

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



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- (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.

Protest Before Opening

Proposal protests alleging restrictive specifications or improprieties which are apparent prior to the proposal deadline or receipt of proposals must be submitted in writing to the Contracting Officer at the address above and must be received at least seven (7) days prior to the proposal deadline or closing date for receipt of proposals. If the written protest is not received by the time specified proposals may be received and award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protest not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or responses from other proposers, which shall be submitted to the Contracting Officer not less than ten (10) days after the date of the City of Brownsville's request. So far as practicable, appeals will be decided based on the written appeal, information and written responses submitted by the appealing party and other proposers. In failure of any party to timely respond to a request form information, it may be deemed by the purchaser that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such case, the protest will proceed and will not be delayed due to the lack of response. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by the purchaser, the Contracting Officer shall either (a) render a decision, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested parties will be afforded the opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, if one is held, the Contracting Officer will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of the informal hearing.

Protest After Opening/Prior to Award



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

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

Protest After Award

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

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

FAILURE TO INCLUDE ALL REQUIRED SUBMISSION MATERIALS AS REQUIRED MAY RENDER THE PROPOSAL NON-RESPONSIVE, AS DETERMINED BY THE CITY OF BROWNSVILLE.



**TERM CONTRACT FOR PURCHASE AND DELIVERY OF
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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".

Deviations # _____ Offeror : _____

Solicitation Ref: _____ Page: _____ Section: _____

Complete Description of Deviations: _____

Rationale (Pros & Cons): _____



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AUTHORIZED CONTACT FORM:

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

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

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

SIGNATURE _____ TITLE _____

COMPANY _____ DATE _____

State of _____, County of _____

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

Notary Public _____

My Appointment Expires: _____

* IFB – Invitation for Bids

RFP – Request for Proposals

SOQ – Statements of Qualifications



**TERM CONTRACT FOR PURCHASE AND DELIVERY OF
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GENERAL INFORMATION REQUIRED FROM ALL RESPONDENTS

The undersigned agrees, if this proposal 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 Proposal will be thirty (30) calendar days unless the respondent notes a different period.

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

Date: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO: _____ FAX NO. _____



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

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 proposal.

Date _____

Company _____

Address _____

Phone _____

Fax Number _____

Respondent
(Signature) _____

Respondent
(Print Name) _____

Position
with Company _____

Signature of Company
Official Authorizing This
Proposal _____

Company Official
(Print Name) _____

Official
Position _____

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



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**CITY OF BROWNSVILLE
DISCLOSURE OF INTERESTS**

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

FIRM NAME:

ADDRESS

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

QUESTIONS

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

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

Name	Title	Department

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

Name	Title	Department

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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Name	Board, Commission, or Committee

CERTIFICATE

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

Certifying Person: _____ Title: _____
(Type or Print)

Signature of Certifying Person: _____ Date: _____

DEFINITIONS

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

- a. **“Board member.”** A member of any board, commission, or committee appointed by the City Commission of the City of Brownsville, Texas.
- b. **“Employee.”** Any person employed by the City of Brownsville, Texas either on a full or part-time basis, but not as an independent contractor.
- c. **“Firm.”** Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- d. **“Official.”** The Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Brownsville, Texas.



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- e. **“Ownership interest.”** Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. “Constructively held” refers to holdings or control established through voting trusts, proxies, or special terms of venture of partnership agreements.”

PLEASE FILL IN INFORMATION NEEDED IN QUESTIONNAIRE AND SUBMIT TO:

THE CITY OF BROWNSVILLE
PURCHASING DEPARTMENT
P. O. BOX 911
BROWNSVILLE, TEXAS 78522-0911



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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: _____

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



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HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:

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

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

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

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

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

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

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

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

Output may contain coded information in [Hub Status](#) and [Reason Off CMBL](#)

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

End of Proposal