



Purchasing & Contract Services Department

Request for Proposals to Conduct the Metropolitan Planning Organization's (MPO's) Rail Feasibility Study

RFP # RFS-56-0910

**Pre-Proposal Meeting: Thursday, September 9, 2010
Pre-Proposal Time: 3:00 PM
At the Purchasing Conference Room**

**PROPOSAL DUE DATE: October 20, 2010
PROPOSAL DUE TIME: 4:00 PM**

Release Date: August 30, 2010



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Acknowledgment of Receipt

Please submit this page upon receipt.

For any clarifications, please contact Mr. Roberto C. Luna, Purchasing Director, at the City of Brownsville Purchasing & Contract Services Department at (956) 548-6081 or e-mail: purchasing@cob.us.

Please fax or mail this page upon receipt of R.F.P. package no later than Tuesday, September 7, 2010 before 4:00 p.m. CDT.

Fax: (956) 546-2711

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

Date: _____

Yes, I will be able to submit a Proposal.

No, I will not be able to submit a Proposal for the following reason:

Name: _____

Company: _____

Phone #: _____ Fax #: _____

E-mail address: _____

PLEASE NOTE:

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



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City of Brownsville Purchasing & Contract Services Department

INVITATION

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

<u>Description</u>	<u>NUMBER</u>	<u>Pre-Proposal Meeting</u>	<u>Proposal Due Date</u>
Request for Proposals to Conduct The Metropolitan Planning Organization (MPO) Rail Feasibility Study	*P RFS-56-0910	Thursday, September 9, 2010 at 3:00 p.m. at The Purchasing Conference Room	Wednesday, October 20, 2010 4:00 p.m.

Sealed, bids/proposals will be received by the City of Brownsville, at the Office of Roberto C. Luna, Purchasing Director, located at City Hall, 1001 E. Elizabeth Street, First Floor, Suite 101, Brownsville, Texas 78520, (956) 548-6081, e-mail: purchasing@cob.us.

Copies of the bid documents consisting of detailed specifications, general requirements or other information may be obtained at the Purchasing & Contract Services Department.

Interested Bidders/Proposer are invited to attend the Bid/Proposal opening at the Office of the Purchasing & Contract Services Department on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: <http://www.cob.us/purchasing/bidsopen.asp#> .



RFP # RFS-56-0910

Brownsville Metropolitan Planning Organization

REQUEST FOR PROPOSALS

MPO Rail Feasibility Study

The Brownsville Metropolitan Planning Organization (MPO) is inviting consultants to submit proposals to the City of Brownsville in connection with this request.

The Request for Proposals includes the following:

Scope of Work, Technical Specifications and Proposal format. Proposers are advised that if there are any descriptive variations of the work in Section 1 and Section 2, the description of Section 2 shall govern.

The Brownsville MPO has been designated as the lead agency and will be the contracting party for this MPO study.

Terms and Conditions

I. OVERVIEW AND SUBMITTAL PROCEDURES

A. Pertinent Dates

Release date of RFP: August 30, 2010

- Pre-proposal Conference: Thursday, September 9, 2010 at 3:00 pm
- Proposal Due Date & Time: Wednesday, October 20, 2010 at 4 pm

B. General Instructions

1. The Brownsville MPO considers any information which it may have released either orally or in writing prior to the issuance of this Request for Proposals to be preliminary in nature and shall not be bound by such information.
2. Each proposer should furnish the information required by the Request for Proposals. The person signing the proposal must be able to legally bind the company. All changes must be initialed.
3. The proposals for goods and services other than those specified will not be considered.

C. Point of Contact

Roberto C. Luna, Jr. (Contract Manager)
Purchasing Director
City of Brownsville
Purchasing & Contract Services Dept.
P.O. Box 911



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1001 E. Elizabeth Street
Tel: 956-548-6081
Fax: 956-546-2711
E-mail: purchasing@cob.us

D. Requests for Clarification and Addenda

1. All requests for clarification on the RFP should be made in writing prior to Thursday, September 23, 2010.
2. The Brownsville MPO will issue written responses via an addenda to any and all inquiries made before the cut-off date. Issuance of an addendum is defined as the placement of copies of such addendum on the City Purchasing Department website at <http://www.cob.us/purchasing/bidsopen.asp#> . To ascertain whether any addenda have been issued with respect to this Request for Proposals, prospective proposers may visit the City Purchasing Department website or telephone (956) 548-6081 weekdays between 8:00 am and 5:00 pm CT. Addenda will be faxed or e-mailed upon request provided postage and handling fees are paid in advance by the prospective proposer.
3. Proposers should not rely on any representations, statements or clarifications not made in this Request for Proposals or in a formal addendum.

E. Restrictions on Contact with City of Brownsville Staff, the Brownsville City Commission or the MPO Policy Board (please refer to section "Restriction on Lobbying")

Prospective proposers are advised that, from the date this Request for Proposals is issued until the award of any resultant contract, they are not permitted to contact Brownsville MPO staff (other than the Brownsville MPO Director) members of the Brownsville City Commission or members of the Brownsville MPO Policy Board about a matter related to this solicitation unless they have received permission from the Contract Manager. A list of persons that prospective proposers may not contact can be found in Appendix F.

F. Proposal Submission Requirements

1. Submit **ten (10) printed originals** of the proposal and an electronic version on one standard cd-dvd in adobe PDF format. Microsoft Word format will also be acceptable for the electronic version of the proposal.
2. Proposers using the US Postal Service are cautioned to include their complete return address on the outer envelope or wrapper enclosing any materials. Such outer envelope or wrapper should be addressed as follows and include the information shown:

Purchasing & Contract Services Department
Request for Proposals # RFS-56-0910 —MPO Rail Feasibility Study
Robert C. Luna Jr., Purchasing Director
City of Brownsville
P.O. Box 911 – (City Hall)



RFP # RFS-56-0910

1001 E. Elizabeth Street, 1st floor, Suite 101
Brownsville, TX 78520

Proposals delivered via commercial parcel delivery services or hand delivered proposals should be addressed as follows and delivered to:

Purchasing & Contract Services Department
Request for Proposals # RFS-56-0910 —MPO Rail Feasibility Study
Robert C. Luna Jr., Purchasing Director
City of Brownsville
P.O. Box 911 – (City Hall)
1001 E. Elizabeth Street, 1st floor, Suite 101
Brownsville, TX 78520

3. Proposals or submittals are due by 4:00 pm CST on Wednesday, October 20, 2010. Hand-carried proposals may be delivered to the address in Section F, paragraph 2 only between the hours of 8:00 am and 4:00 pm CDT, Mondays through Fridays, excluding holidays.

Proposers are responsible for informing any commercial parcel delivery services used of all delivery requirements and for ensuring that information required on the outer wrapper of material submitted appears on any outer wrapper or envelope used by such service.

4. The Brownsville MPO will not accept submittals that are transmitted by electronic, telegraphic or faxed means.
5. Proposals are to be submitted in the format described in the Guidelines for Technical Proposals (Appendix A), attached hereto.
6. Proposals received at the address indicated in Section F, paragraph 2 after the time set for receipt will not be considered.

G. Price Proposal and All Pricing Information

No Price Proposal shall be submitted as part of the proposal. Price shall be negotiated after a proposer is selected as the most highly qualified proposer on the basis of demonstrated competence and qualifications by the subcommittee indentified in Section 1, Paragraph K.

H. Withdrawal of Proposals

Proposers may withdraw their proposal from consideration at any time prior to the award of the contract. Proposers who withdraw their proposals are asked to notify the Brownsville MPO of such withdrawal in writing and on company letterhead directed to the Contract Manager. The Brownsville MPO shall have the right to retain submitted proposals for its records. Electronic requests for withdrawal will not be accepted.

The proposer may maintain a copy of such material for his/her records.



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I. Incurring of costs in preparing the Proposal

The Brownsville MPO shall not be held liable for any costs incurred in the preparation and submittal of the proposal.

J. Oral Presentations and Demonstration

The Brownsville MPO may require finalists to give oral presentations about their proposals, relevant experience and perception of the scope of work after the Closing Date. The proposer will incur all expenses associated with travel to and from the interview location in Brownsville, Texas.

K. Proposal Evaluation

These are the minimum requirements for the selection procedure to determine the most highly qualified proposer based upon demonstrated competence and qualifications. The point total for each category may be adjusted within the category but the category totals will remain the same.

A Joint Technical Committee composed of members of the Brownsville MPO Technical Committee and members of other Brownsville (local) agencies will rank the proposals based on a total score of one hundred (100) points. After the proposals have been ranked, the Committee may interview the top three candidates, if deemed necessary. The Joint MPO Technical Committee will then recommend the most highly qualified proposer on the basis of demonstrated competence and qualifications. After the Brownsville MPO Policy Committees concurs with this recommendation, the MPO staff will enter into negotiations as set forth in Section 1, Paragraph 1. Once negotiations are concluded, the Brownsville MPO staff will make a recommendation to the Brownsville City Commission stating their ranking of the various firms. The City of Brownsville is the fiscal agent for the Brownsville MPO and as such the Brownsville City Commission will approve of a contract with the proposer after the scope of work is determined for this study.

The factors below will be used in the ranking/scoring process and are not in any particular order.

Criteria	Weight
Understanding of the Brownsville MPO’s requirements as indicated in the Request for Proposals - General understanding of the project - Clarity and brevity of response	5%
Quality of the Proposal – adherence - Requested information included and thoroughness of response - Sample documentation, brochures, maps, charts and/or art work that are relevant and clearly demonstrate the qualifications of the firm	15%
Conceptual and technical approach to the requirements - Creativity of proposed approach to solving the problem - Efficient use of available data sources, including knowledge of the data requirements for the Brownsville MPO - Demonstrated knowledge of the problem and methodologies for solving it	45%



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- General geographical knowledge of the proposed study area, local governments and current local issues relating to the study

Proposed management of the project

35%

- Background of the firm
- Relevant experience of the firm and of key staff
- References
- Provision of required skills and disciplines
- Availability to Brownsville MPO
- Timeliness completion of previous projects
- Professional responsibility, financial condition and resources to sustain the project

L. Negotiations

The Brownsville MPO staff will attempt to negotiate a contract with the most highly qualified proposer at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the most highly qualified proposer, the Brownsville MPO staff shall formally end negotiations with that proposer and continue with the next ranked contractor and so forth until an agreement is reached. No proposer shall have any rights against the City of Brownsville or the Brownsville MPO arising from such invitation or negotiations pursuant thereto.

M. Contract Award

Once terms have been agreed to under the negotiation process and the firm chooses to sign a contract, action taken by the Brownsville City Commission will award the contract to that firm. The policy of the City of Brownsville is that a contract must be signed by the consulting firm prior to review by the City Commission. The Brownsville City Commission reserves the right to reject the contract.

N. 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/fiscal agent of the Brownsville MPO) 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: Mr. Robert C. Luna Jr., Purchasing/Contracting Director, City of Brownsville Purchasing & Contract Services Department, City Hall, 1001 E. Elizabeth St., First Floor, Suite 101 Brownsville, TX 78520. Protest submissions should be concise, logically arranged and clearly state the grounds for protest. Protest must include the following information:

1. name, address and telephone number of protestor,
2. identification of contract solicitation number,
3. a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
4. a statement as to what relief is requested.



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Protest must be submitted to the City of Brownsville Purchasing Department in accordance with these procedures and time requirements must be complete and contain all issues that the protestor believes relevant.

In the procedure outline below, the Purchasing/Contracting Director is considered to be the Contracting Officer.

1.3.1 Protest Before Opening

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.

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:

1. the items to be purchased are urgently required
2. delivery or performance will be unduly delayed by failure to make an award promptly, or



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3. 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:

1. the items to be purchased are urgently required
2. delivery or performance will be unduly delayed by failure to make an award promptly, or
3. failure to make an award will otherwise cause undue harm to the City of Brownsville or the federal government.

1.3.4 Federal Highway Administration (FHWA) Protest Review Procedures

Circumstances under which FTA will accept and review protests are limited to the following:

1. the alleged failure of the *City of Brownsville* to have written protest procedures;
2. the alleged failure of the *City of Brownsville* to follow such procedures;
3. the alleged violation by the *City of Brownsville* of a specific federal requirement, which provides an applicable complaint procedure.

In the instance of (c) above, the applicable complaint procedure shall be submitted and processed in accordance with pertinent federal regulations (e.g., 49 CFR Part 661, Section 661.15 for Buy America, or 49 CFR Part 23.73 for Minority Business Enterprise participation).

Should protest be filed with the FHWA under either (a) or (b) above, FHWA pursuant to Circular 4220.1D will use the following process:

1. Parties shall file protest with FHWA no later than five days to make a final determination on the protest, protesters shall file a protest with FHWA no later than five days after the protester knew or should have known of the *City of Brownsville's* failure to render a final determination on the protest;
2. The *City of Brownsville* shall not award a contract for five days following its decision on proposal protest except in accordance with the provisions and limitations of item 9 of this section. After five days, the *City of Brownsville* shall confirm with FHWA that FHWA has not received a protest on the contract in question;
3. Protests shall be filed with the Texas FHWA Region IV office with a concurrent copy to the *City of Brownsville*;
4. The protest filed with FHWA shall:
 - (a) include the name and address of the protester;



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- (b) identify the grantee, project number, and the number, if any, of the contract solicitation;
 - (c) contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures, and should be supported by documentation to the extent possible;
 - (d) include a copy of the local protest filed with the *City of Brownsville* along with a copy of the *City of Brownsville's* decision, if any.
5. FHWA shall notify the *City of Brownsville* in a timely manner of the receipt of a protest. FHWA shall instruct the *City of Brownsville* to notify the Contractor of the protest if award has been made or, if no award has been made, to notify all interested parties. The *City of Brownsville* shall instruct all who receive such notice that they may communicate further directly with FHWA;
6. The *City of Brownsville* shall submit the following information to FHWA no later than ten days after receipt of notification by FHWA of the protest:
- (a) a copy of the *City of Brownsville's* protest procedures;
 - (b) a description of the process followed concerning the protest; and
 - (c) any supporting documentation.
7. The *City of Brownsville* shall provide the protester with a copy of the above submission;
8. The protester may provide any comments on the *City of Brownsville's* submission no later than ten days after the protester's receipt of such material;
9. When a protest has been filed in a timely fashion with the *City of Brownsville* before award, the *City of Brownsville* shall not make an award prior to five days after the resolution of the protest, or if a protest has been filed with FHWA, during the period in which the protest is pending, unless the City of Brownsville determines that:
- (a) the items to be procured are urgently required;
 - (b) delivery or performance will be unduly delayed by failure to make the award promptly; or
 - (c) failure to make prompt award will otherwise cause undue harm to *City of Brownsville* or the Federal Government.

In the event that the *City of Brownsville* determines that the award is to be made during the five-day period following the local protest decision or the period in which the protest is pending, the *City of Brownsville* shall notify FHWA prior to making such award.

Upon receipt of the material described herein, FHWA will either request further information or a conference among parties, or will render a decision on the protest.

O. Required Disciplines



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Knowledge and experience in several fields are deemed necessary for completion of this contract service. Of most importance is demonstrated knowledge and experience in economic analysis and/or freight (commodity) flow studies. Experience and capability in the fields of transportation planning, demographics and public involvement activities may also be required.

P. Limitation

The Brownsville MPO reserves the right to accept or reject any or all proposals as a result of this request, to waive any informalities and technicalities in any proposals submitted, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the Brownsville MPO. This RFP does not commit the City of Brownsville or the Brownsville MPO to award a contract or to pay cost incurred for the preparation of proposals. The proposer acknowledges that information submitted in response to this RFP may be public information under Texas state law.

II. SCOPE OF SERVICES

A. Introduction and Background

At this time, the Brownsville MPO seeks to examine the economic feasibility of establishing a Port of Brownsville: Airport Rail Link to move freight within Brownsville, Texas.

B. Study Area

The attached map (Exhibit "A") outlines the MPO's Study Area. Incorporated cities included within the Brownsville MPO are Brownsville, Los Fresnos and Rancho Viejo.

Task A: Identification and Analysis

Purpose: To analyze potential economic feasibility of a rail link in the near future.

Activities:

- * Develop overlay maps indicating the current and proposed rail lines.
- * Develop overlay maps indicating environmentally sensitive areas and land use by area and proposed development.
- * Coordinate and work with all stakeholders (Port of Brownsville & Brownsville-South Padre Island International Airport) to gather information and address safety concerns.
- * Identify traffic generators and investigate (potential) future commodity flows.
- * Define and list the advantages and disadvantages of various cargo routes and depict preferred routes.
- * List the type of commodities that might be handled by rail, air freight and/or via barge or deep sea shipping.
- * Develop a list of suggested improvements and proposed changes (potential costs) in freight routing, if any.

In addition, commodities which are shipped via air freight should be analyzed. Those commodities which might be shipped via the Brownsville-South Padre Island International Airport should be outlined



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and the quantities further explained. Those market forces which can support the transshipment of these commodities through Brownsville shall be explained.

Of the most importance, those commodities which may be shipped via two or more modes shall be identified. Such transshipments need to be identified. In other words, the MPO wants to know about those commodities which are sometimes moved via rail and sea and/or air (or component parts are moved by one mode and subsequently moved by another mode after assembly). The particular commodities need to be highlighted, with further explanations developed as to how Brownsville might tap such potential markets.

Other factors, such as technical innovations and/or further changes in commodity flows should be enumerated by the consultant to explain how and why such commodities might be handled by Brownsville-based shippers.

Deliverables:

A report which includes generalized Land Use map overlays to display the following:

- * Corridor Maps – Please identify the possible alternate and preferred alignments.
- * Matrix Data to illustrate comparative advantages and disadvantages of suggested routes.
- * Identification of particular problem areas which merit closer examination and recommended solutions.
- * Other appropriate overlays.
- * Expected costs of rail links and cost: benefit analyses.
- * Identify future commodities that might be handled in this geographical area.

Task B: Stakeholder & Public Involvement

The Brownsville MPO stresses the importance in obtaining public input when the MPO makes future plans for the development of the area's Transportation system. The consultant and the MPO staff, shall develop a public participation strategy designed to ensure that adequate input and involvement of the public in this Rail Feasibility Study.

There will be a minimum of one (1) public meeting held during the evening hours and we expect to hold at least two informal meetings with an Advisory Rail Study Committee, to be established soon, prior to the evening meeting.

Task C. Assessment of alternative routing for the proposed rail links

Purpose:

Activities:

- Identify existing and future land use.



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- Identify both positive and negative outcomes of alternate routes on existing land use.
- Identify freight traffic generators.
- Identify and list specific rail locations.

Deliverables:

- Maps depicting alternate route and existing and projected land uses.
- Maps which depict school locations and hospitals in relationship to proposed route.
- Listing of specific environmental concerns and evaluation of the potential problems in addressing the issues of potential spills or accidents
- Report which summarizes the routing criteria and the conclusions

Task D. Prepare Rail Feasibility Study Documents

Purpose: Work in this task shall be devoted to the development and preparation of the Rail Feasibility Study document(s) and maps. The format for the documents shall be submitted by the consultant for review by the MPO, but shall include any maps and/or graphics needed to convey the results of the study. Work in this task should include adequate public review and comment as well as adequate review time for the MPO and TxDOT.

- * Route analysis and proposed routes—the study will fully consider and address in writing all of the factors in the route determination process.
- * As part of this study, it will be necessary to hold at least one public hearing on proposed MPO Thoroughfare Plan issues and/or the proposed (future) rail link. Any MPO-sponsored public hearing will be held in cooperation with TxDOT's Pharr District, in accordance with the Texas Open Meetings Act.
- * The public will be given at least 30 days prior notice of the hearing through posting on the MPO's website and at least one newspaper of general circulation in Cameron County.
- * The notice will contain a description of any proposed amendments of the MPO's Thoroughfare Plan map, together with the date, time and location of the public hearing.
- * The notice will initiate a 30 day public comment period and will inform the public where to send any written comments.
- * Proposed or alternative routes of the rail link shall be developed.
- * A preferred rail route and the reasoning for the selected route.

Deliverables:

Two (2) reproducibles and 30 bound copies of the draft Rail Feasibility Study document(s) shall be submitted to the MPO for review. Upon receipt of comments, revisions shall be made by the consultant. Two (2) reproducibles and 35 copies of the final Rail Feasibility report shall be provided. A copy of the final Rail Feasibility Study document shall also be provided on diskette in a mutually agreeable format. Also, the consultant will develop overlays in a mutually agreeable digital format. The product of this task shall be the final Rail Feasibility Study reports and maps.

Previous Work:



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It is recommended that the consultant analyze any previous work conducted by the Port of Brownsville and/or the Brownsville-South Padre Island International Airport.

Resources to be made available to the Consultant:

1. Mapping and demographic data maintained by the Brownsville MPO.
2. Copy of MPO transportation plan and associated maps.
3. Most current Land Use maps.
4. Latest travel demand forecasting information based on the last validated model for the Brownsville MPO study area.

D. Required Schedule

It is anticipated that this project will take approximately 6-7 months to complete.

The collection of initial route information and data requirements should be completed within two months after contract approval. Any necessary data collection should be completed within two months. Preliminary results should be presented for review by the Brownsville MPO within four to five months. A final report should be completed within seven months.

E. Reporting Requirements

The proposer shall prepare a brief progress report every month. These reports should describe the work accomplished and technical decisions made during the previous reporting period and highlight the work to be completed during the next month.

F. Public Involvement

Both MPOs stress the importance of citizen participation in making future plans for the development of the area's Transportation System. The consultant and the MPO staff shall develop a public participation strategy designed to ensure adequate input and involvement of the public in this Rail Feasibility Study.

In addition to citizen input, consultation with Brownsville stakeholders such as local shippers and customs brokers and other officials concerned with public safety, will be an essential part of this study. The consultant firm may wish to collect data (in a format designed to guarantee anonymity) via written surveys. If this option is pursued, the disclosure of propriety information is prevented.

Another possibility to aid with the data collection is the formation of an Advisory Rail Study Committee. MPO staff will assist with this strategy and/or other strategies to be utilized to gather public input and solicit comments.

There will be a minimum of one public meeting held during evening hours. The possibility exists that it might be helpful to hold at least two informal meetings with an Advisory Rail Study Committee, (to be established soon), prior to the evening meeting.

The preliminary results of this study will be presented before the Joint-MPO Technical Committee for their review and comment. The proposer should be prepared to attend the meetings of the Joint-MPO Technical Committee where this study will be discussed. The proposer should also incorporate any



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concerns or comments of the Joint MPO Technical Committee into the final report. The final report will be presented to the Brownsville MPO Policy Committee for their review and adoption. Members of the public will be invited to review the final report at least 10 business days prior to any MPO Policy Board meeting set to discuss this final report. Also, citizens will be afforded opportunities to provide comments on these issues to the MPO immediately prior to Policy Board action. The proposer should be prepared to attend these two MPO meetings and to respond to questions or comments presented by the public or the Policy Board regarding any recommendations made by the proposer. The proposer shall not be required to respond to questions or comments regarding recommendations made by the MPO staff.

III. PROPOSER’S QUALIFICATIONS QUESTIONNAIRE

INSTRUCTIONS: Proposers are to provide all information requested in the format below in addition to Appendix A. Attach additional sheets if needed.

1. Proposer’s Official/Legal Name: _____

2. Legal Address: _____

Local Address, if appropriate: _____

3. Give the name, title, telephone number and address of the individual who is the Proposer’s point of contact for this Request for Information.

4. The proposer shall delete the inapplicable word or words:

The proposer is (is not) owned or controlled by a parent company. If the proposer is owned or controlled by a parent company, enter the name and address of the parent company:

Parent Company’s Official/Legal Name: _____

Parent Company’s Legal Address: _____

5. The proposer represents that it operates as the following type of business organization: (check whichever applies and fill in any appropriate blanks)
_____ an individual proprietorship
_____ a general partnership
_____ a limited partnership



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_____ a joint venture consisting of _____ and _____ and _____
(List joint ventures on a separate sheet if this space is inadequate)
_____ a non-profit organization
_____ a corporation incorporated under the laws of _____

6. How long has the Proposer been in business? _____

7. List below the names, business address, titles and telephone numbers of the following people; if a corporation, of the president, executive officers and any other officers directly responsible for this proposal; if a partnership, of the partners directly responsible for this proposal; or, if another form of business entity, of the principals directly responsible for this proposal.

<u>Name</u>	<u>Address</u>	<u>Title</u>	<u>Tel. #</u>

8. Give the Proposer's financial references, for example, financial statements and/or bank references.

9. Number of employees: _____

10. The proposer is required to list client references for which the City of Brownsville may view similar consulting work:

<u>Reference's Business Name & Address</u>	<u>Contract Tel. #</u>	<u>Project</u>	<u>Dates of Work</u>



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11. Describe any contractual obligations which might have an influence on the capabilities of the Proposer to perform the work/services called for by this Request for Proposals. If none, state "None".

12. Provide a list of current contracts showing the issuing organization, amount, type of work and percentage completed.

13. If the Proposer intends to use the services of a subcontractor or free-lance consultant to perform any task(s) requested in this Request for Information or assist with any of the required work, list the name, address and principal contact person at the proposed firm. Also, list the type and amount, as a percentage of the total contract, of work anticipated to be performed by this firm/organization and if the firm/organization qualifies as a Disadvantaged Business enterprise. Use additional space, if necessary.

Company Name: _____

Contact: _____

Legal Address: _____

Local Address, if appropriate: _____

Qualified D.B.E. (yes or no): _____

Proposed percentage of contract: _____

14. The proposer is required to submit the certification found within Appendix E certifying whether it or any intended subcontractors qualifies as a Disadvantaged Minority and/or Woman owned Business Enterprise.

15. This section should include a description of the firm's qualifications for performing the proposed work. This description is to be limited to no more than two pages.

17. Proposer's Certification

16. A brief description of the firm's most recent or applicable land use modeling contracts shall be provided. For each project, a client contact name and telephone number (may be the same as in question #10) should be included for reference purposes. Additionally, the names of the personnel proposed for this Request for Information that participated in the previous contracts listed should be noted. This project list shall be limited to no more than five pages.

A Proposer will not be eligible for award of a contract under this Request for Proposals unless and until such Proposer has submitted the certification found in Appendix C, which will be deemed a part of the resulting contract.



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APPENDIX A: Guidelines for Technical Proposals

With the exception of the Proposer's Qualifications Questionnaire, the required contents and limitations for preparation of the technical proposal are described in this section. Failure to provide the requested information or adhere to any stated limitations may result in disqualification of the submitted proposal.

Proposals are to contain the following:

A. Transmittal Letter and Proposer's Qualification Questionnaire

1. A Letter of Transmittal

A Letter of Transmittal signed by the individual or appropriate officer of the firm or corporation offering the proposal, which contains a statement that the information presented in the proposal is true and correct, that the proposal including the cost projections will remain in effect for at least ninety (90) days after the due date of the proposal and that the proposer acknowledges receipt of any addenda issued by the Brownsville MPO to this Request for Information.

2. Proposer Qualification Questionnaire

The Proposer's Qualification Questionnaire shall follow the Letter of the Transmittal and be attached to the front of the proposal and shall contain the Proposer's certification of the submission. It shall be signed by an official who has full authority to enter into a contract. The form of the questionnaire is included in Section 3 of this Request for Information.

B. Description of Firm

1. Background and History

Describe the company, its age, organization, officers or partners, number of employees, type of work and operating policies which would effect this contract. State the number of years your organization has been continuously engaged in business.

Describe firm's qualifications to perform the work proposed.

Describe when and where the firm has performed similar or comparable services to what is requested by the Brownsville MPO.

2. Financial Stability

Describe the financial status of the company. Attach an additional financial statement.

C. Project Team/Organization

1. Contract Manager

List the experience of the principal individuals of your organization, including the person(s) you expect to assign to this Contract as Contract Manager.



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D. Project Staff

List the professional/technical personnel who will be assigned to work on the project, identified as to his or her role in the project, the number of persons-hours each is expected to devote to each task and the project as a whole and his/her qualifications to perform such tasks. The consultant should provide an organization chart for this project. Personnel resumes and biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one page limitation on each biographic summary provided.

E. Proposer's Previous Relevant Experience

1. Rail Feasibility Study Experience

List the dates, names and locations of any contracts where you have modeled future land use or modeled future traffic conditions. Please include the names and telephone numbers of former clients who could be contacted by the Brownsville MPO. Indicate if the services are currently being provided.

2. Incomplete Work

Have you ever failed to renew a contract for any planning studies?

Have you ever failed to complete a contract in producing any planning studies?

Include a description of any work awarded to your company that was not completed.

Explain the reasons for not completing the work, when, where and the scope of the work for the contract.

F. Understanding of Scope of Work/Schedule

1. Description of Work to be undertaken

This section should demonstrate the consultant understanding of the project need, the work required and any local issues or concerns. The consultant should present the proposed work plan necessary to complete the work itemized under the scope of services. The proposed work plan should address each of the specific work elements described in the scope of services, but the consultant may propose additional work beneficial to this study. Where appropriate, the methodology to be used to accomplish a specific task should be described. All proposed meetings and/or reviews should be included under each task. All final products should be described. There is no page limitation for this section, but consultants are encouraged to be succinct.

2. Schedule

Proposals shall include a detailed implementation schedule indicating key tasks and milestones through completion. This implementation schedule shall be used in negotiating a payment schedule with the consultant. The schedule shall describe the work activities to be followed in



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order to accomplish the various tasks described in the Request for Proposals. For each review proposed by the consultant, the schedule shall reflect the maximum allowable review time available to maintain the schedule as proposed. Proposers should be prepared to discuss potential effects of schedule changes or delays caused by the Brownsville MPO. The schedule shall also reflect expected dates for deliverables, anticipated timing for public meetings (if any) and the maximum allowable time.

G. Documentation

Describe the documents and electronic files that will be provided to the Brownsville MPO.

H. Options/Alternatives

Discuss options or alternatives you anticipate for the performance of these services which need to be discussed with the Brownsville MPO. Describe how the options might be added to the contract at a later date.

I. Anticipated Innovative Approaches to Study

Describe any innovative or creative approaches you anticipate including in the deliverables due to the Brownsville MPO in response to this contract.

J. Exceptions

Please describe any exceptions to the terms and conditions of the Contract. Include any suggested alternatives.

K. Other Relevant Information

In addition to the above, proposals should include all other information requested in the technical specifications and deemed appropriate by the proposer.

L. Use of Subcontractors

If one or more subcontractors are intended to perform some or all of the work tasks, please provide the same information for sections A through K for each subcontractor. Please list the tasks each subcontractor is intended to perform.



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APPENDIX B – Assurances

In administering a contract with the Brownsville MPO, the proposer assures and certifies the following requirements.

A. Compliance with Regulations

The contractor shall comply with all regulations relative to federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time (hereinafter referred to as Regulations).

B. Labor Provisions – Non construction Contracts

1. Overtime Requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, whichever is greater.

2. Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the contractor any subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

3. Withholding for Unpaid Wages and Liquidated Damages

USDOT or the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided for in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

4. Non-construction Grants



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The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, current classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the recipient shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying or transcription by authorized representatives of the USDOT and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph one through five of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clause set for in subparagraphs one through five of this paragraph.

C. Equal Employment Opportunity – Basic Requirements

The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or national origin. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age disability or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

D. Disadvantage Business Enterprise

1. Policy

It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR 23 applies to this agreement.

2. DBE Obligation

The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in



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accordance with 49 CFR 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age, sex or disability in the award and performance of USDOT assisted contracts.

E. Title VI Civil Rights

During the performance of this contract, the contractor, for itself, its assignees and successors in interest, agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation 49 CFR 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by references and made a part of these assurances.

2. Nondiscrimination

The contractor, with regard to work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subs, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitation for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, disability or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Brownsville MPO to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Brownsville MPO as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance



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In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Brownsville MPO shall impose such contract sanctions as it may determine as appropriate, including, but not limited to:

1. Withholding of payments to the contractor under the contract until the contractor complies, and/or
2. Cancellation, termination or suspension of the contract in whole or in part.

6. Incorporation of Provisions

The contractor shall include all the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Brownsville MPO may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Brownsville MPO to enter into such litigation to protect the interest of the MPO and, in addition, the contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

F. Interest of Members of, or Delegates to, Congress

In accordance with 18 U.S.C. subsection 431, no member of, or delegates to, the Congress of the United States shall be permitted to a share or part of this contract or to any benefit arising there from.

G. Prohibited Interests

No employee, officer or agent of the grantee shall participate in the selection of or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent;
2. Any member of his/her immediate family;
3. His/her partner; or
4. An organization which employs, or is about to employ, has a financial or other interest in the firm selected for award.

The grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties of sub-agreements.

H. Debarred Bidders

The contractor, including any of its officers or holders of a controlling interest, is obligated to inform the Brownsville MPO whether or not it is or has been on any debarred bidders' list



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maintained by the United States Government. Please refer to Appendix C for additional information and the required debarment certification statement.

I. Conservation

The contractor shall recognize the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.).

J. Program Fraud and Civil Remedies

This contract is subject to Part 31 of the Federal Acquisition Regulation.

K. Drug-Free Workplace Act

The contractor certifies that it complies with the Drug-Free Workplace Act requirements through signing the attached certification, which is incorporated by reference hereto as Exhibit "A.1".

L. Restrictions on Lobbying

The contractor shall certify that no federal appropriated funds have been 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 any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that that language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into.

M. Disadvantaged Business Enterprises (DBE)

If your firm (or other firms which are part of a team) is included on TXDOT's listing of DBE firms, please provide evidence of that fact. Please see Appendix E for more information



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Exhibit A – Drug-Free Workplace Act Certification

1. The CONTRACTOR certifies that it will provide a drug-free workplace by:
 - (A) Publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in the contractor’s workplace is prohibited and specifying the actions that will be taken against employees for violation of such prohibition.
 - (B) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The contractor’s policy of maintaining a drug-free workplace;
 - (3) Any drug counseling, rehabilitation and employee assistance programs that are available; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (C) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (A).
 - (D) Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the contract the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
 - (E) Notifying the Brownsville MPO within ten (10) days after receiving notice under subparagraph (D)(2), from an employee or otherwise actual notice of such conviction.
 - (F) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (D)(2), with respect to any employee so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other local agency.
 - (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F)



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2. The contractor's headquarters is located at the following address. The addresses of all other workplaces maintained by the contractor are provided on an accompanying list.

Name of Contractor: _____
Street Address: _____
City: _____
County: _____
State & Zip Code: _____

By: _____
Signature

Date

Printed Name & Title



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INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is providing the certification.
2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participation (BIDDER/PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Covered sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntary excluded from the participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred suspended, ineligible or voluntary excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



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9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntary excluded from the participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



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APPENDIX D – Litigation Disclosure Form

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of Brownsville or any other Federal, State or Local Government or Private Entity?

Circle One YES NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of Brownsville or any other Federal, State or Local Government or Private Entity during the last ten (10) years?

Circle One YES NO

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

COMPLETED FORM MUST BE RETURNED WITH BID/PROPOSAL



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APPENDIX E – City of Brownsville Minority/Women Owned Business Certification

The City of Brownsville is committed to assuring that all businesses are given prompt, courteous and equal opportunity to provide goods and services to the City. To achieve this goal, the City Commission requests the minority women owned status of each vendor on the City vendor list.

Definition: A Disadvantaged Minority and Woman owned Business Enterprise means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that: (a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and (b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black, Non-Hispanic, Native American, Asian or Pacific Islander, Hispanic and Women.

Certification: Proposer declares a minority and/or women owned business status:

_____ YES _____NO

If Yes, check one of the blocks (indicate male or female):

Black, Non-Hispanic M/F_____

Native American M/F_____

Asian or Pacific Islander M/F_____

Hispanic M/F_____

Woman_____

COMPANY NAME:

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

MUST BE SUBMITTED WITH YOUR BID/PROPOSAL



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APPENDIX F – List of Persons Proposers May Not Contact

Policy Board Membership

Pat M. Ahumada, Mayor, MPO Chairman
John Wood, County Commissioner, MPO Vice-Chairman
Sergio T. Lopez, Brownsville Navigation District
David Hughston, BEDC Representative
Dr. Enrique Escobedo, BISD Trustee
Charlie Atkinson, City Commissioner
Charlie Cabler, City Manager
Sofia Benavides, County Commissioner
Eddy Hernandez, Chamber of Commerce
Manuel Alcocer, Airport Advisory Committee
Mario Jorge, District Engineer-TxDOT (Pharr)
Lupita Cervantes-Carr, Town of Rancho Viejo
Mark Milum, City Administrator, City of Los Fresnos

MPO Ex-Officio Membership

David Alex, Cameron County RMA

Brownsville City Commission

Pat M. Ahumada Jr., Mayor
Ricardo Longoria Jr., City Commissioner District 1
Charlie Atkinson, City Commissioner District 2
Melissa Zamora, City Commissioner District 3
Edward C. Camarillo, City Commissioner District 4
Anthony P. Troiani, City Commissioner at Large “A”
Rose Gowen, City Commissioner at Large “B”



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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 Contractor 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** – Police Department, 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.

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.

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.

PREPARATION COSTS

The City will not be liable for any costs associated with the preparation, transmittal or presentation of any proposals or material submitted in response to the RFP.

INDEMNITY PROVISION

Contractor will indemnify and hold harmless the City its officers, employees, and representatives from and against all liability for any and all claims, suits, demands, or actions arising from or based upon any acts on the part of Contractor, its agents, representatives, or employees which may arise out of or result from Contractor's operations under this contract, regardless of whether such injuries death or damages are caused in whole or in part by the negligence of the City. It is the expressed intention of the parties hereto that the indemnity provided for in this contract is indemnity by Contractor to indemnify and protect the City from the consequences of the City own negligence, whether the negligence in the sole or concurring cause of the injury, death or damage.

This indemnity provision extends to any and all such claims, suites, demands or actions regardless of the type of relief sought thereby and whether such relief is in the form of damages, judgments, costs, reasonable attorney fees and expenses. This indemnity provision shall apply regardless of the nature of the injury or harm alleged and whether such claims are alleged at common law, statutory or constitutional. This indemnity provision, shall apply whether the basis for the claim, suit or demand be attributable in whole or in part to the Contractor, or any of its agents, representatives, or employees.



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SUBCONTRACTORS

No part of the work to be performed under the contract will be subcontracted or assigned to another firm without prior written consent by City. The Contractor must furnish the names, qualifications, and experience of the proposed subcontractor(s). The primary contractor will remain completely responsible for all services performed and shall assure compliance with all requirements of the contract.

CITY OF BROWNSVILLE RESPONSIBILITIES:

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

DISCLOSURE OF INTEREST FORM:

Please complete the enclosed Disclosure of Interest Form and submit with your proposal.

STATEMENT OF NON-COLLUSION FORM:

Please complete the enclosed Statement of Non-Collusion Form and submit with your proposal.



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GENERAL INFORMATION REQUIRED FROM ALL RESPONDERS

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 a different period is noted by the Responder.

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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CERTIFICATE

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

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

Signature of Certifying Person: _____ Date: _____



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DEFINITIONS

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

- a. **“Board member.”** A member of any board, commission, or committee appointed by the City Commission of the City of Brownsville, Texas.
- b. **“Employee.”** Any person employed by the City of Brownsville, Texas either on a full or part-time basis, but not as an independent contractor.
- c. **“Firm.”** Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- d. **“Official.”** The Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Brownsville, Texas.
- e. **“Ownership interest.”** Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. “Constructively held” refers to holdings or control established through voting trusts, proxies, or special terms of venture of partnership agreements.”

PLEASE FILL IN INFORMATION NEEDED IN QUESTIONNAIRE AND SUBMIT TO:

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



RFP # RFS-56-0910

CERTIFICATIONS

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

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

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

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

C) CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

SIGNATURE _____ TITLE _____

COMPANY _____ DATE _____

State of _____, County of _____

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

Notary Public _____

My Appointment Expires _____



RFP # RFS-56-0910

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."

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



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3. State the names of each “board member” of the City of Brownsville having an “ownership interest” constituting 10% or more of the ownership in the above named “firm”, or employed by the above named “firm.”

Name	Board, Commission, or Committee



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TxDOT – DBE Business Forms

http://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/cert_dbe/

A. DBE Certification

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

<http://www.osdbu.dot.gov/>

<http://www.osdbu.dot.gov/DBEProgram/index.cfm>

The South Central Texas Regional Certification Agency (SCTRCA) is a non-profit corporation that represents several public entities in the South Texas area. These entities are committed to enhancing participation for disadvantaged, minority and woman owned businesses in public/government contracting and purchasing activities.

Visit web site link for more information: <http://www.sctrca.org/>



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VENDOR ACKNOWLEDGMENT FORMS
CITY OF BROWNSVILLE
NON-COLLUSIVE BIDDING CERTIFICATION

I/We have read instructions to bidder and specifications. My/Our proposal conforms with all proposal 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 proposal 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 proposal 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.



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ADDENDA

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all services and associated costs thereto are included in the RFP submittal.

Addendum No. Dated

Addendum No. Dated

Addendum No. Dated

Addendum No. Dated



RFP # RFS-56-0910

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



RFP # RFS-56-0910

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): _____



RFP # RFS-56-0910

Restrictions on Lobbying Activity

A. Prohibited Contacts During Contract Evaluation

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

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

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

C. False Statements

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

D. Use of False Identification

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

E. Improper Influence

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

F. Improper Representation

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

¹ City Official – the Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Brownsville.



RFP # RFS-56-0910

Disclosures and Requirements for City Vendors/Contractors

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

A. Prohibited Contacts During Contract Evaluation

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

B. The City's Discretionary Contracts Disclosure Form

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

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

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

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

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

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

² "Discretionary contract" means any contract other than those which by law must be awarded on a low or high qualified bid process. They do not include contracts subject to Section 252.022(a)(7) of the Texas Local Government Code or those contracts not involving an exercise of judgment or choice.

³ Political contributions include both campaign and officeholder contributions.



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C. Chapter 176 of the Local Government Code

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

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

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

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

D. Political Contribution Prohibition

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

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

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



RFP # RFS-56-0910

HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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



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CERTIFICATION OF ELIGIBILITY

The _____ hereby (Name of Contractor) certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or firms Currently Debarred for Violations of Various Public Contracts incorporating Labor Standard Provisions.

Signed: _____

Title: _____

Date: _____



RFP # RFS-56-0910

TEXAS OPEN RECORDS ACT AND CONFIDENTIALITY

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

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

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

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

If you fail to identify any records submitted as part of your Proposal as "Confidential" by placing them in the "Confidential" envelope AND you fail to identify the specific state or federal law creating said privilege, you are irrefutably agreeing that said records are not confidential and are subject to public access.