



CITY OF BROWNSVILLE
PURCHASING/CONTRACTING DEPARTMENT

**REQUEST FOR PROPOSALS
FOR
TERM CONTRACT FOR
VACANT LOT MOWING SERVICES
FOR THE
PUBLIC HEALTH DEPARTMENT/
ORDINANCE ENFORCEMENT DIVISION
OF THE CITY OF BROWNSVILLE**

PROPOSAL # VLM-55-0910

**PRE-PROPOSAL MEETING: September 1, 2010
PRE-PROPOSAL TIME: 10:00 A.M.**

**PROPOSAL DUE DATE: September 17, 2010
PROPOSAL DUE TIME: 4:00 P.M.**



Request for Proposals for a Term Contract for Vacant Lot Mowing Services
For the Public Health Department/Ordinance Enforcement Division of the City of Brownsville

Acknowledgment of Receipt

Please submit a copy of this page upon receipt.

For any clarifications, please contact Mr. Roberto C. Luna, Jr., 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 the bid package. **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/>



Request for Proposals for a Term Contract for Vacant Lot Mowing Services
For the Public Health Department/Ordinance Enforcement Division of the City of Brownsville

REQUEST FOR PROPOSALS FOR
TERM CONTRACT FOR VACANT LOT MOWING SERVICES
FOR THE PUBLIC HEALTH DEPARTMENT/
ORDINANCE ENFORCEMENT DIVISION
OF THE CITY OF BROWNSVILLE

RFP # VLM-55-0910

THIS PACKAGE CONSISTS OF:

1. General Conditions and Instructions to Respondent
2. Specific PROPOSAL Conditions
3. Specific Specifications
4. Price Quotation Sheet
5. Equipment List
6. Personnel Information List
7. Miscellaneous
8. General Information Required from all Respondents
9. Certification Form
10. Certification of Eligibility
11. Drug-Free Workplace Certification
12. Disclosure of Interests
13. Statement of Non-Collusion
14. Disclosure of Interests
15. Vendor acknowledgment form.
16. Form for Proposal Deviations

PRE-PROPOSAL MEETING:

LOCATION: City of Brownsville
Purchasing & Contracting Services Department Conference Room
Located at City Hall, 1001 Elizabeth St., 1st Floor, Suite No.101
Brownsville, Texas 78520

DATE & TIME: September 1, 2010 at 10:00 A. M.

The contract requirements will be reviewed at this time.

The City shall issue written responses to questions raised at the Pre-Proposal Conference and to any written questions submitted according to the RFP. These written responses shall become amendments to this proposal package. Any amendments or revisions resulting from the conference will be developed as expeditiously as possible and will be forwarded to all parties requesting this initial package.

Proposal must be submitted prior to: Friday, September 17, 2010 before 4:00PM

TO: City of Brownsville
Purchasing & Contract Services Department
City Hall, 1001 Elizabeth St., 1st Floor, Suite No.101
P. O. Box 911 - Brownsville, Texas 78520



Request for Proposals for a Term Contract for Vacant Lot Mowing Services
For the Public Health Department/Ordinance Enforcement Division of the City of Brownsville

Mark sealed PROPOSAL envelope on outside:

REQUEST FOR PROPOSALS
FOR A TERM CONTRACT FOR VACANT LOT MOWING SERVICES
FOR THE PUBLIC HEALTH DEPARTMENT/
ORDINANCE ENFORCEMENT DIVISION
OF THE CITY OF BROWNSVILLE
RFP # VLM-55-0910

Proposal Submission:

To be considered, **one (1) original (marked "Original"), five (5) copies, and one (1) electronic version (Acrobat PDF format only)** of your proposal will be accepted at same address stated below by no later than **4:00 P.M. Friday, September 17, 2010**. Proposals received after the time and date specified will not be considered.

Proposals must be submitted in sealed envelopes that must be **clearly marked, "RFP # VLM-55-0910 – Term Contract for Vacant Lot Mowing Services for the Public Health Department/ Ordinance Enforcement Division of The City of Brownsville."** **The name and address of the Proposer must also appear on the face of the envelope.** Proposals will be **opened at 4:00 p.m. on Friday, September 17, 2010** in the City of Brownsville Purchasing Dept. Conference Room, City Hall, Suite 101, 1001 E. Elizabeth St., Brownsville, TX 78520.

All proposals opened at the appointed time and place shall remain open for sixty to ninety (60-90) days after the scheduled time for receipt of proposals pending execution of a contract with the successful proposer.

Proposals will be accepted Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Standard Time excluding City of Brownsville holidays before the RFP deadline. It shall be the responsibility of the proposer to deliver the proposal to the proper official at the appointed time and place. Later delivery of the proposal for any reason will disqualify the proposer.

- A. All interested Proposers are required to register with the Purchasing Coordinator in order to receive updates, addenda, or any additional information required. The City of Brownsville is not responsible for any failure to register. Visit Purchasing web site to register and to download any updates at: <http://purchasing.cob.us/openbids.asp>
- B. **Inquiries requesting clarification** regarding the Request for Proposal or the content therein must be made in writing and must be received prior to the end of business day on **Friday, September 10, 2010, before 4:00 p.m.**

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be handled verbally. If any question results in a change or addition to the RFP, the changes or additions will be forwarded to all registered firms as quickly as possible by addendum.

Submit questions to:

Roberto C. Luna, Jr., Purchasing/Contracting Director
(at the address above) or via e-mail to purchasing@cob.us
Fax: 956-546-2711 - Office: 956-548-6087

- C. Participating Proposers are expressly instructed that the Purchasing/Contracting



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Director and/or Purchasing Coordinator are the only authorized sources of information concerning the solicitation. Contact with unauthorized agents of the City of Brownsville or members of the selection or oversight committees while solicitation and evaluations are in process could result in immediate disqualification.

- D. Proposers shall designate and provide contact information for an individual to contact should any questions arise concerning a proposal. The proposers shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute the contract on the firm's behalf.
- E. The proposal must be typed or clearly legible so as to convey to the City the full intent and details as to the proposer's services for vacant lot mowing services throughout the City of Brownsville. Failure to submit detailed information will justify rejection of any proposal submitted hereunder.
- F. To provide the City of Brownsville with evidence the proposer has the necessary qualifications and experience to fulfill the conditions of the Contract, the proposer must submit a fully completed Proposal Form, which shall consist of the entire RFP package, and attachments as necessary for the proposer to provide the required information. Failure to answer all questions completely and furnish all information required may result in disqualification of the proposal. The City of Brownsville reserves the right to thoroughly investigate the experience and record of the proposer.
- G. Addenda: Any addenda to the solicitation issued by the Purchasing/Contracting Department during the time of solicitation for proposals will be considered a part of these documents. Addenda will be furnished to each known recipient of these Proposal Documents. Receipt of such addenda must be acknowledged by the proposer.

ADDENDA

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

- Addendum No. Dated
- Addendum No. Dated
- Addendum No. Dated
- Addendum No. Dated
- Addendum No. Dated



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- D. All of the aforementioned policies and certificates of insurance should be issued immediately after the contractor receives notification of award. It should be clearly understood that the contractor is not to commence any work until a written notice to proceed is received from the City. Policies and certificates of insurance must **clearly indicate that they will remain in force for a period of at least twelve (12) months from inception date.**
- E. A minimum of thirty (30) days written notification must be given by an insurer of any alteration, material change or cancellation affecting any certificates or policies of insurance as required under this contract. The City of Brownsville is to be named as an additional insured.
 - 1) Such required notification must be sent via registered or certified mail to the address indicated in Section 16. above.

17.0 **RESPONSIBILITY OF CONTRACTOR:** The contractor, at no expense to the City, shall:

- a. Obtain all necessary licenses and permits required in full performance of this contract.
- b. Provide competent supervision during the term of this contract necessary to perform the work as required.
- c. Maintain on site, at all times work is being performed, an individual who represents the contractor and can adequately communicate, both orally and in writing, with any representatives of the Ordinance Enforcement Division.
- d. Take the precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury, that occurs as a result of their fault or negligence.
- e. Perform the work without unnecessarily interfering with other contractors' work or City activities.
- f. Provide all necessary labor, equipment, and materials required to perform the work required by this contract.

18.0 **HOLIDAYS EXCLUDED:** Service will not be required, except in emergency situations, or "special events", on regularly scheduled City holidays. Below is a list of City holidays:

- | | |
|------------------|------------------|
| Veterans Day | Good Friday |
| Thanksgiving Day | Memorial Day |
| Christmas Day | Independence Day |
| New Year's Day | Labor Day |

- After award, the contractor will be furnished with the latest list of City holidays complete with the date of the month and day of the week the holidays will be in effect.

19.0 **SUBCONTRACTING:** Any person undertaking a part of the work under the terms of this contract, by virtue of any agreement with the contractor, *must receive the approval of the Purchasing/Contracting Director and Public Health Department staff prior to any such*



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undertaking. The City may terminate the contract if the subcontracting is done without the Purchasing/Contracting Director's approval.

- 20.0 **DISCLOSURE OF INTEREST FORM:** Please complete the attached Disclosure of Interest Form and submit with your PROPOSAL.
- 21.0 **STATEMENT OF NON-COLLUSION FORM:** Enclosed is a Statement of Non-Collusion which must be completed by the vendor and submitted with the PROPOSAL.
- 22.0 **RESTORATION OF DAMAGES:** The restoration of any damage(s) to City property, or to any adjoining/adjacent private or public property, resulting from the Contractor's performance of this contract shall be the responsibility of the contractor. The contractor will, within two (2) weeks from notification either verbal or formal, contact the claimant and attempt to resolve the claim. All valid claims must be resolved within thirty (30) days of notification. In the event the contractor does not contact the claimant or resolve the claim in the timeframe above; the City may investigate the complaint and determine its validity. Damages determined by the City to be valid and due to the act(s) of the contractor, or other personnel while performing under this contract, may be corrected by the City and the costs incurred deducted from monies due the contractor. Such right of settlement of claims by the City is in addition to the City's rights under "General Conditions and Instructions to Respondent." Repeated failures by the contractor to contact claimants or settle claims may be the basis for termination of the contract.
- 23.0 **NON-DISCRIMINATION:** A contractor who is the recipient of City funds, or who proposes to perform any work or furnish any goods under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability.
- 24.0 Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the City. Contractor agrees to be in full compliance with the federal mandates of the Americans with Disabilities Act. Contractor further agrees that this article will be incorporated by contractor in all contracts entered into with suppliers of materials or services; and contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor services in connection with this contract.
- 25.0 **EVALUATION:** For the purposes of evaluation and contract award, the price for the base level of mowing will be considered first; and all additional levels of service will be added for a total aggregate cost of mowing. See the Quotation sheet of this Invitation to PROPOSAL for factors noted above. (See Evaluation Score Sheet that will be used to evaluate each submittal).
- 26.0 **TERMS AND CONDITIONS FOR PROPOSALS**
- A. The City reserves the right to reject any and all proposals or to waive and accept any irregularity in order to award the concession according to the best interest of the City, as determined in the sole discretion of the City Purchasing/Contracting Director.
- B. Proposer assumes all responsibility for complying with all applicable laws and regulations, and instructions and contractual terms, including those contained within Sections II and III of this proposal package, and any amendments resulting from the Pre-Proposal Conference, in formulating and completing the proposal.



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- 2. Double Size property : (100x100)
- 3. One-Half (1/2) Acre (equivalent to 21,780 square feet)
- 4. One (1) Full Acre Equivalent to 43,560 square feet)
- 5. Over 2 Acres : Quotes will be required from participating contractors

30.0 Lot Conditions :

- A. Light : Mowing only, grass at 18” to 25”.
- B. Moderate : Grass 26” to 38” high.
- C. Heavy : Grass 39” – 47” high.
- D. Emergency Cut: Grass 48” or higher, subject to negotiations, as determined by Code Enforcement.

31.0 OTHER REQUIRED SERVICES

- A. Emergency Service: For lots surpassing **48”** grass and weed height, must be cut within 24 hours of notice, subject to additional amount, to be negotiated at time of service request.
- B. Tree Trimming: If tree trimming is required on any lot pursuant to these contracted services, tree trimming shall be negotiated upon request for service. Respondents to this PROPOSAL invitation must have equipment and trained personnel to perform this service.

32. SERVICES REQUIRED:

Mowing :

- Clean, even cut – No “ rooster tails “.
 - Weed-eat along fences, edges, posts, trees, sidewalks, curbs, etc. leave clipping on the lawn.
 - Clean up any clippings that fall into the street or alley or on the sidewalk.
 - Cut any grass growing in gutter along property to center line of street or alley.
 - Scrape accumulated dirt from gutter, if any.
 - Trim trees above sidewalks, streets, and alleys to 12 feet clearance.
 - Remove all broken limbs
 - All accumulated brush and tree trimming shall be maintained free of contaminating debris and will be stocked at designated per unit point.
- A. Additional work as needed will consist of :
- If there is junk & debris – remove to the landfill only.

33. PERSONNEL AND EQUIPMENT : The following are the recommended minimum personnel and the required minimum mowing equipment.



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A. SUGGESTED PERSONNEL: (must have a copy of liability insurance at all times).

- 1) Working Supervisor - 1 each
- 2) Laborer - 2 each

B. REQUIRED EQUIPMENT :

QUANTITY

- 1) Self-propelled riding mower, 36" cut - 2 each
- 2) Trim mower, rotary, 3HP (min), 22" cut - 2 each
- 3) String Line Trimmer, Gas Powered - 2 each
- 4) Blower, Gas Powered - 1 each
- 5) Edger, Steel Blade, 3-4 HP, Gas Powered - 1 each
- 6) Assorted Rakes, Shovels and Brooms
- 7) Tractor, 24 HP, 6" rotary/ flail mower - 1 each
- 8) digital camera with the capacity to display current date and time. 1 each

C. All Vehicles and equipment used under this contract shall be:

- 1) In good operating conditions and be provided all needed maintenance to sustain this condition for the duration of this contract.
- 2) Properly registered and insured in accordance with the Motor Vehicle Laws of Texas and in compliance with all Federal, State and local safety regulations.
- 3) Equipped with all required warning lights, a cab mounted revolving or flashing amber light that can be seen from the front, both sides and rear of the vehicle or tractor. Tractor mowers shall be equipped with a standard, rear mounted, "slow moving vehicle" sign as required by the Motor Vehicle Administration of Texas.
- 4) Subject to inspection and approval prior to the award of a term contract and at any time during the term of this contract.

D. Review and evaluation of the capability of any equipment proposed for use under this contract could be required through on-site demonstration at anytime during the contract period.

E. The contractor shall submit a listing of equipment and roster of personnel which will be dedicated to the performance of the work required under this contract and a plan of operation which will demonstrate the contractor's ability to perform the work specified in an efficient, effective, and acceptable manner.

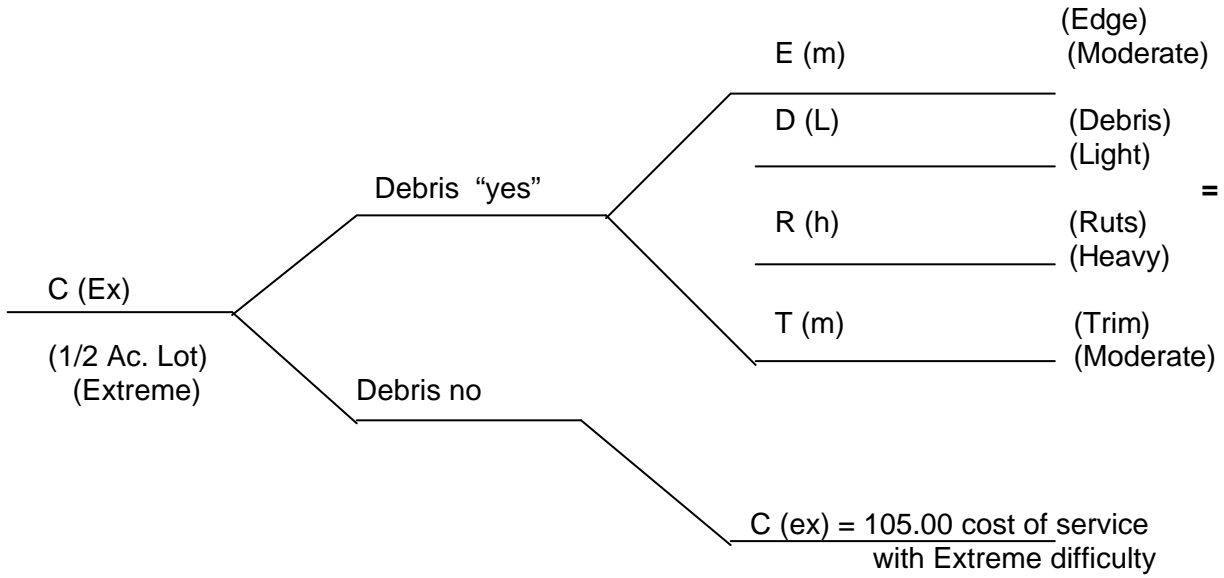
This information shall be submitted with the PROPOSAL response for consideration of any PROPOSAL.

34. LOCATIONS: The City shall identify and listed the locations where services are required in each class of service.



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Example: Formula - Property is rated “C” because it is 1/2 an Acre, and category Extreme (Ex) due to the severe lack of upkeep.



$$\begin{aligned}
 &C (ex) + E (m) + D (L) + R (H) + T (m) = \\
 &C (105) + E(50) + D(50) + R(50) + T(50) = \\
 &CEDRT = \$285.00
 \end{aligned}$$



**Request for Proposals for a Term Contract for Vacant Lot Mowing Services
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Public Health Department/Ordinance Enforcement Division of the City of Brownsville

Site Check List

Inspector: _____ Date: _____

Contractor: _____ Account no.: _____

	YES	NO	POINTS
Landscape Supervisor on site			10
All necessary safety measures for the protection of the workers and general public			10
Only eligible workers on site			15
Had proof of Insurance on site (General Liability, Personal Injury, Worker's Compensation, and Auto-Liability Insurance.			10
Had all proper recommended equipment			10
Clean, even cut – No “roster tails”			15
Weed-eat along fences, edges, posts, trees, sidewalks, curbs, etc. Left clippings on the lawn.			15
Cleaned up any clippings that fell into the street, alley or on the sidewalk.			15
Additional Comments:	Total Points from Possible 100		Score
	Passed	Failed	

Passing Grade is 70. Below 70 – City supervisor schedule to meet with Contractor. Below 50 points. – Contractors work will be suspended until City Supervisor meets with Contractor.

Check mowing services below if they apply:

1. Cut any grass growing in gutter along property to center line of street or alley
2. Scraped accumulated dirt from gutter, if any.
3. Trimmed trees above sidewalks, streets, and alleys to 12 feet clearance.
4. Removed all broken limbs
5. All accumulated brush and tree trimmings maintained free of contaminating debris and stocked at designated per unit point.
6. If there was junk & debris – it was removed to the landfill

	YES	NO	N/A

DATE: _____

INSPECTOR SIGNATURE: _____

Inspector Signature : _____



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Evaluation Criteria Score Sheet

	Name:	Max. Points	
1.	Obtain all necessary licenses and permits required in full Performance of this contract.	<u>15</u>	
2.	Provide Proof of Insurance (Comprehensive General Liability - Personal Injury Coverage - Worker's Compensation Insurance - Comprehensive Automobile Liability Insurance)	<u>15</u>	
3.	Quality of projects previously undertaken.	<u>10</u>	
4.	Key personnel's work background and caliber and availability for the proposed services.	<u>5</u>	
5.	Maintain on site, at all times an individual who represents the contractor and can adequately communicate, both orally and in writing, with any representative of Ordinance Enforcement Division.	<u>10</u>	
6.	Reputation for personal and professional integrity and competence.	<u>10</u>	
7.	Prices – depending on how many items	<u>10</u>	
8.	Provide necessary labor, equipment, and materials required to perform the work required by this contract.	<u>10</u>	
9.	How long in Business	<u>5</u>	
10.	How many complaints has the contractor had.	<u>5</u>	
11.	Contractors turn around time	<u>5</u>	
	TOTAL POINTS	100	
	Comments:		



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CITY OF BROWNSVILLE
DISCLOSURE OF INTERESTS

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

Date _____

FIRM NAME: _____

STREET: _____

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

DISCLOSURE QUESTIONS

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

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

Table with 3 columns: 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."

Table with 3 columns: Name, Title, Department

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

Table with 2 columns: Name, Board, Commission, or Committee



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CERTIFICATE

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

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

Signature of Certifying Person: _____ Date: _____

DEFINITIONS

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

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

**PLEASE FILL IN INFORMATION NEEDED IN QUESTIONNAIRE AND SUBMIT TO:
THE CITY OF BROWNSVILLE
PURCHASING DEPARTMENT
P. O. BOX 911
BROWNSVILLE, TEXAS 78520**



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CITY OF BROWNSVILLE STATEMENT OF NON-COLLUSION

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

Date _____

Company _____

Address _____

Phone _____

Fax Number _____

e-mail address _____

Respondent
(Signature) _____

Respondent
(Print Name) _____

Position
with Company _____

Signature of Company
Official Authorizing This
PROPOSAL _____

Company Official
(Print Name) _____

Official
Position _____

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



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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): _____



CERTIFICATION FORM

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

The bidder hereby certifies that it will not discriminate on the basis 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: _____



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AUTHORIZED CONTACT FORM:

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

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

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

SIGNATURE _____ TITLE _____

COMPANY _____ DATE _____

State of _____, County of _____

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

Notary Public _____

My Appointment Expires: _____

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



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CONDITIONAL RELEASE OF LIENS

STATE OF TEXAS

COUNTY OF CAMERON

OWNER: The City of Brownsville

CONTRACTOR: _____

SUBCONTRACTOR/SUPPLIER: _____

PROPERTY: Replace Generators and Airfield Lighting Circuits

I, _____ hold the office of _____ of the
Subcontractor/Supplier identified above (hereinafter "Subcontractor/Supplier").

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

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

DATE: _____ BY: _____

WITNESS: _____

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

NOTARY PUBLIC: _____

My Commission expires on: _____



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For the Public Health Department/Ordinance Enforcement Division of the City of Brownsville

Non-Appropriation Clause:

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

INDEMNIFICATION

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

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BIDDER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract, and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

CHANGE ORDERS

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



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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.



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Disclosures and Requirements for City Vendors/Contractors

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

A. Prohibited Contacts During Contract Evaluation

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

B. The City’s Discretionary Contracts Disclosure Form

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

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

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

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

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

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

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

³ Political contributions include both campaign and officeholder contributions.

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



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- 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.