



**City of Brownsville
PURCHASING & CONTRACTING DEPARTMENT**

**Invitation for Bids for a Term Contract
for the Purchase and Delivery of
Ammunition for the City of Brownsville
Police Department**

BID # POA-36-0619

PRE-BID DATE: May 16, 2019

PRE-BID TIME: 10:00 A.M.

At Purchasing Department – Conference Room

BID DUE DATE: May 28, 2019

BID DUE TIME: 3:00 P.M.



Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition for the City of Brownsville Police Department

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

Please submit this page upon receipt.

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

Please E-mail and/or fax this page upon receipt of bid package

Fax: (956) 546-2711

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

Date _____

Name: _____

Company: _____

Phone No. _____

e-mail: _____

Yes, I will be able to Bid.

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

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

Please take a moment to register or update your registration on our new form at the following web site address: <http://www.cob.us> <http://www.bidnetdirect.com>



Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

Calendar of Events

1. Advertise Solicitation: **Sunday, May 5th and 12th, 2019**
2. Pre-Bid Meeting Date and Time: **Thursday, May 16th, 2019 at 10:00 A.M.**
3. Due Date for Written Questions: **Wednesday, May 22nd, 2019 at 3:00 PM**
4. Due Date for Written Answers: **Thursday, May 23rd, 2019 at 4:00 P.M.**
5. Due Date for Bids: **Tuesday, May 28th, 2019 at 3:00 P.M.**
6. Tentative Award Date: **Tuesday, June 18th, 2019**



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

City of Brownsville Purchasing / Contracting Department

INVITATION

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

<u>Description</u>	<u>NUMBER</u>	<u>Pre-Bid Meeting</u>	<u>OPENING</u>
Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition for the City of Brownsville Police Department	*B POA-36-0619	<u>May, 16th, 2019 at 10:00 A.M.</u> at the Purchasing Conference Room, City Hall	<u>May 28th, 2019</u> <u>3:00 P.M.</u>

Sealed, bids/proposals will be received by the City of Brownsville, at the Office of **Roberto C. Luna, Jr., Purchasing Director**, located at **City Hall, 1001 E. Elizabeth Street, Suite 101, Brownsville, Texas 78520, (956) 548-6087**, e-mail: purchasing@cob.us.

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

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

<http://www.cob.us>

<http://www.bidnetdirect.com>

Roberto C. Luna, Jr.
Purchasing Director



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

I. GENERAL INTENT, REQUIREMENTS AND CONDITIONS

1.0 **GENERAL INTENT** - It is the intent of the City of Brownsville to solicit sealed competitive bids for a Term Contract for the Purchase and Delivery of Ammunition for the City of Brownsville Police Department.

2.0 **GENERAL CONDITIONS** -

A. It is the requirement of the bidders to acquaint themselves fully with the conditions of the specifications and the type of service expected. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve him from any obligation of this bid invitation.

B. All bid quotations must be submitted on the bid quotation form supplied with this specification. A bid may be withdrawn, however, and resubmitted anytime prior to the closing time for receipt of bids.

C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City charter and or City ordinances and State and Federal statutes.

D. No City employee or elected official of the City of Brownsville shall have a financial interest, direct or indirect, in any contract with the City or shall be financially interested directly or indirectly, in the sale to the City of any materials, supplies or services.

3.0 **BID AWARD** -

A. Bid Award will be made on **ALL** or nothing award.

4.0 **BASIS OF BID AWARD** -

The contract will be awarded to the responsible and responsive bidder meeting the specifications and having the lowest possible unit price of the Bid, consistent with the quality needed for effective use. All prices quoted will be firm. Award to successful bidder will be made by Commission action.



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

A certified or cashier's Check or an original Bid Proposal Guaranty issued by a corporate surety company licensed to do business in the State of Texas and payable to the order of the City of Brownsville, Texas, in an amount of **\$1,500.00** must accompany each Bid as a guarantee that if awarded the Contract, the successful Bidder will promptly enter into a Contract with the City.

5.0 PREPARATION OF BIDS -

- A. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- B. A delivery date in days including Sundays and holidays is required with proposal where multiple items or groups of items are bid, a delivery date is required of each item or group of items.
- C. Do not include Federal Taxes or State of Texas Limited Sales Excise Tax. The City of Brownsville is exempt from payment of such taxes, and will issue exemption certificates upon request.

6.0 BID REJECTION OR PARTIAL ACCEPTANCE – The CITY OF BROWNSVILLE reserves the right to reject any or all bids. It further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

7.0 TERMS – Net 30 days

8.0 BID FORM – Each bidder must submit a bid on the form provided below. The bidder shall sign the bid correctly and initial each page. Bid(s) may be rejected if they show any omissions, alterations of form, additions not requested, conditional bid or any irregularities.

9.0 FILING OF BIDS

- A. Sealed Bids must be filed with the Purchasing Director, City of Brownsville, prior to the time and date set for the bid opening. Bids received after bid opening time will not be considered regardless of any delays, regardless of any cause and will be returned unopened.
- B. Bid and changes there to shall be enclosed in a sealed envelope and addressed to:
(Do not send bids by registered or certified mail.)



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

**Mr. Roberto C. Luna, Jr., Purchasing and Contracting Director
Purchasing/Contracting Department
City of Brownsville - City Hall 1001 E. Elizabeth St.
First Floor, Suite No. 101
PO Box 911 Brownsville, TX 78520**

One (1) original (marked original), and one electronic version (Acrobat PDF format only, USB Flash Drive, CD Rom), to be submitted with your bid package will be accepted at same address stated above by no later than 3:00 P.M., May 28, 2019. Bids received after the time and date specified will not be considered.

C. Lower left hand corner shall be marked as follows:

OFFICIAL BID FOR:

**Invitation for Bids
For a Term Contract for the Purchase and Delivery of Ammunition for the
City of Brownsville Police Department**

BID # POA-36-0619

OPENING DATE:

May 28, 2019, at 3:00 P.M.

D. Telegraphic bids will not be considered.

E. Bids may not be withdrawn after the bid opening.

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

10.0 **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

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



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

- A. Bidder agrees that if bid is accepted, vendor will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, political belief or affiliation. In addition, bidder agrees that he/she will abide by all applicable terms of the minority business enterprise program of the City of Brownsville.

12.0 PATENTED MATERIAL, DEVICES AND PROCESSES.

- A. If the awarded bidder is required or desires to use any design, device, material or process covered by letters of patent or copyright he/she shall provide for such use by suitable agreement with the patentee or owner. The awarded bidder and the surety shall indemnify and save harmless the City of Brownsville from any and all claims for infringement by reason of the use of any patented design, device, materials or process or any trademark or copyright used in connection with the work and they shall indemnify the City of Brownsville against any cost, expense or damages which it may be obliged to pay by reason of such infringement, at any time during the prosecution or after the completion of the work.

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

14.0 Term of Contract – This contract shall commence upon approval by City commission and will be for a Primary Term of one (1) year with two (2) additional one (1) year option periods.

15.0 BASIS OF BID AWARD – The contract will be awarded to the responsible and responsive bidders meeting the specifications and having the lowest possible total extended price of the Base Bid (unit cost), consistent with the quality needed for effective use. All prices quoted will be firm. Award to successful bidder will be made by Brownsville City Commission action.



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

Bid pricing shall be firm for the entire term of the awarded contract. **Prices established in continuing agreements and annual term contracts may be raised due to inflation and increased operating costs (i.e. dramatic increase in petroleum based products, minimum wage, etc.). Any price increase proposed must be submitted thirty (30) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation, as provided by the U.S. Department of Labor Consumer Price Index (CPI), <http://www.bls.gov/cpi/>. The City of Brownsville will reserve the right to approve or disapprove any request for increased prices.**



Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition for the City of Brownsville Police Department

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

TECHNICAL SPECIFICATIONS

Brownsville Police Department Ammunition Specifications

MINIMUM SPECIFICATIONS

BIDDER'S SPECIFICATIONS:

(Please fill out basic or exceeding specifications. All wording must be written in column to the right and without confusion to avoid disqualification).

- | | | | |
|-----|---|-----|-------|
| 01) | HORNADY-90225 Hornady-9mm Luger +P 135 gr. Flexlock Duty (500/ case) 30,000rds/year | 01) | _____ |
| 02) | FC-AE9AP Federal Cartridge 9mm 124 gr. Fmj (1000/ case) 150,000 rds/ year | 02) | _____ |
| 03) | HORNADY-81275 Hornady 5.56 NATO 53 gr. GMX TAP (200/ case) 30,000 rds/year | 03) | _____ |
| 04) | FC-XM193 Federal Cartridge 5.56mm 55gr. (500/ case) 150,000 rds/year | 04) | _____ |
| 05) | DT-1032 Def-Tec FEL Flameless Tri-Chamber (20/Steel Drum) 30 rds/year | 05) | _____ |
| 06) | DT-6320 Def-Tec FEL XM Direct Impact OC Round (50/Steel Drum) 25 rds/year | 06) | _____ |
| 07) | DT-6325 Def-Tec FEL 40mm Exact Impact Munitions 80 rds/year | 07) | _____ |
| 08) | DT-3027 Def-Tech-#23 12ga. Bean Bag (Box of 5) 200 rds/year | 08) | _____ |
| 09) | DT-8933 Def-Tech FEL Low Roll DD Reloadable (1 Box) 10 rds/year | 09) | _____ |
| 10) | FOF-FF9R2 Speer Force On Force 9mm Red (500/case) 7,000rds/year | 10) | _____ |



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

- | | | | |
|-----|---|-----|-------|
| 11) | FOF-FF9B2 Speer Force On Force 9mm
Blue (500/case) 12,000 rds/year | 11) | _____ |
| | | | _____ |
| 12) | FOF-FF556B1 Speer Force On Force
5.56mm Blue (500/case) 2,000 rds/year | 12) | _____ |
| | | | _____ |
| 13) | HORNADY 3181295 .308 Hornady TAP
168 gr. ELD Match TAP AR 5,000 per/year | 13) | _____ |
| | | | _____ |
| 14) | 300 Win. Mag. SWISS P STYX Action.
300 Win Mag. HPBT 198 gr. 500 rds/year | 14) | _____ |
| | | | _____ |
| 15) | DT-8901 12- Distraction Device reload
1-box (24/box) | 15) | _____ |
| | | | |
| 16) | DT-7001CI Command Initiated Reload
1-box (24/box) | 16) | _____ |



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

16.0 GENERAL SPECIFICATIONS

- A. Any items specified by name or manufacturer's reference is merely descriptive and not restrictive unless otherwise noted, and is used only to maintain a definite standard of quality and style.
- B. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.
- C. All material specified is to be new, with maximum use period prior to expiration.
- D. All parts, service, and technical support must be available locally.
- E. Vendor shall be responsible with his carrier for any concealed damages. Damaged items shall be replaced or repaired to new condition.

17.0 NOTICE TO BIDDERS

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



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

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

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

<u>Check one</u>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC
<input type="checkbox"/> TX DOT	<input type="checkbox"/> U.S. COMMUNITIES
<input type="checkbox"/> TPASS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> OTHER	_____ Specify
CONTRACT NUMBER: _____ (if applicable)	COMMODITY NUMBER: _____ (if applicable)



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

**Vendor must specify Out of Catalog or Retail Price a Fixed Percentage
Discount
On Merchandise Not Included on the Bid Packet**

Manufacturer Name	Fixed Percentage Discount Per Item	Estimated Delivery time



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

18.

PRICE BID FORM

Description (Minimum Specifications)	Quantity	Unit Price	Vendor's Specifications
1. HORNADY-90225 Hornady-9mm Luger +P 135 gr. Flexlock Duty (500/ case) 30,000rds/year	1 Each	\$ _____	<hr/> <hr/> <hr/> <hr/>
2. FC-AE9AP Federal Cartridge 9mm 124 gr. Fmj (1000/ case) 150,000 rds/ year	1 Each	\$ _____	<hr/> <hr/> <hr/> <hr/>
3. HORNADY-81275 Hornady 5.56 NATO 53 gr. GMX TAP (200/ case) 30,000 rds/year	1 Each	\$ _____	<hr/> <hr/> <hr/> <hr/>
4. FC-XM193 Federal Cartridge 5.56mm 55gr. (500/ case) 150,000 rds/year	1 Each	\$ _____	<hr/> <hr/> <hr/> <hr/>
5. DT-1032 Def-Tec FEL Flameless Tri-Chamber (50/Steel Drum) 30 rds/year	1 Each	\$ _____	<hr/> <hr/> <hr/> <hr/>
6. DT-6320 Def-Tec FEL XM Direct Impact OC Round (50/ Steel Drum) 25 rds/year	1 Each	\$ _____	<hr/> <hr/> <hr/> <hr/>
7. DT-6325 Def-Tec FEL 40mm Exact Impact Munitions 80 rds/year	1 Each	\$ _____	<hr/> <hr/> <hr/> <hr/>
8. DT-3027 Def-Tech-#23 12ga. Bean Bag (Box of 5) 200 rds/year	1 Each	\$ _____	<hr/> <hr/> <hr/> <hr/>



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

Description (Minimum Specifications)	Quantity	Unit Price	Vendor's Specifications
9. DT-8933 Def-Tech FEL Low Roll DD Reloadable (1/Box) 10 rds/year	1 Each	\$ _____	_____
10. FOF-FF9R2 Speer Force On Force 9mm Red (500/case) 7,000rds/year	1 Each	\$ _____	_____
11. FOF-FF9B2 Speer Force On Force 9mm Blue (500/case) 12,000 rds/year	1 Each	\$ _____	_____
12. FOF-FF556B1 Speer Force On Force 5.56mm Blue (500/case) 2,000 rds/year	1 Each	\$ _____	_____
13. HORNADY 3181295 .308 Hornady TAP 168 gr. ELD Match TAP AR 5,000 per/year	1 Each	\$ _____	_____
14. 300 Win. Mag. SWISS P STYX Action .300 Win Mag. HPBT 198 gr. 500 rds/year	1 Each	\$ _____	_____
15. DT-8901 12- Distraction Device reload 1-box (24/box)	1 Each	\$ _____	_____
16. DT-7001CI Command Initiated Reload 1-box (24/box)	1 Each	\$ _____	_____

III. MISCELLANEOUS



Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition for the City of Brownsville Police Department

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

- 19.0 **TERMINATION BY THE CITY** - The City of Brownsville reserves the right of unilateral termination of the contract by providing a thirty (30) day written notice of such intent.
- 20.0 **POINT OF CONTACT** – All information regarding the specifications or bidding procedures please contact Mr. Roberto C. Luna, Jr., Purchasing Director, at (956) 548-6087.
- 21.0 **DISCLOSURE OF INTEREST FORM** - Please complete the attached Disclosure of Interest form and submit with your bid proposal.
- 22.0 **STATEMENT OF NON-COLLUSION FORM** - Enclosed is a Statement of Non-Collusion which must be completed by the vendor and submitted with the bid.
- 23.0 **BID OPENING DATE** - Bid opening date will be on **May 28, 2019 at 3:00 P.M.** at the Purchasing Department, located at City Hall 1001 E. Elizabeth St., 1st Floor, Suite 101, Brownsville, Texas.
- 24.0 **ADDENDA**

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

Addendum No. Dated.....

Addendum No. Dated.....

Addendum No. Dated.....

Addendum No. Dated.....

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



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

24.0 SINGLE PROPOSAL -

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

25.0 CANCELLATION OF PROCUREMENT -

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

26.0 AVAILABILITY OF FUNDS -

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

27.0 BID BOND - A certified or cashier's Check or an original Bid Proposal Guaranty issued by a corporate surety company licensed to do business in the State of Texas and payable to the order of the City of Brownsville, Texas, in an amount of **\$ 1,500.00** must accompany each Bid as a guarantee that if awarded the Contract, the successful Bidder will promptly enter into a Contract. Cashier's Check with be returned to all vendors three days after entering into a contract. Regular **appropriations** bills are passed **annually**; with the funding they provide covering one fiscal year. The fiscal year is the accounting period of the federal government, which runs from October 1 to September 30 of the following year.



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

GENERAL INFORMATION REQUIRED FROM ALL BIDDERS

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

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

Date: _____

COMPANY
NAME:

AUTHORIZED
REPRESENTATIVE: _____

TITLE: _____

ADDRESS:

CITY, STATE, ZIP: _____

TELEPHONE NO: _____ FAX NO. _____



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

FORM FOR PROPOSAL DEVIATIONS

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

Deviation # _____

Offeror: _____

Solicitation Ref: _____ Page: _____ Section: _____

Complete Description of Deviations: _____

Rationale (Pros & Cons): _____



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

**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 bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Date _____

Company_____

Address _____

Phone_____

Fax
Number_____

Bidder
(Signature)_____

Bidder
(Print Name)_____

Position
with Company_____

Signature of Company
Official Authorizing This
Bid_____

Company Official
(Print Name)_____

Official
Position_____

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



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

**ATTACHMENT X – REQUEST FOR APPROVED EQUALS
Change Form / Request for Approved Equals**

PREPARED BY:	DATE:
ADDRESS:	PHONE: ()
SPEC. #: - _____)	SPEC. DATE:
LOCATION OF REQUEST FOR CHANGE (PAGE, PARAGRAPH #):	
CHANGE REQUESTED	
COMMENTS / REASON FOR CHANGE:	
AGENCY USE ONLY	
REVIEWED BY:	DATE:
ACTION TAKEN:	DOCUMENT CONTROL #:
COMMENT:	



Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition for the City of Brownsville Police Department

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

**CITY OF BROWNSVILLE
DISCLOSURE OF INTERESTS**

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

FIRM NAME: _____

ADDRESS: _____

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

DISCLOSURE QUESTIONS

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

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

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."



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

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.”

Name	Board, Commission, or Committee

CERTIFICATE

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

Certifying Person: _____

Title: _____
(Type or Print)

Signature of Certifying Person: _____

Date: _____



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

DEFINITIONS

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

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

PLEASE FILL IN INFORMATION NEEDED AND SUBMIT TO:

**THE CITY OF BROWNSVILLE
PURCHASING DEPARTMENT
1001 E. Elizabeth St., 1st Floor, Suite 101
BROWNSVILLE, TEXAS 78522-0911**

SUBMISSION OF REQUESTS FOR CLARIFICATIONS OR CHANGES:

All requests for approved equals, modifications or clarifications must be received in writing, no later than **Wednesday, May 22nd, 2019 by 3:00 PM**, Central Time, to Mr. Roberto C. Luna, Jr., Purchasing and Contract Services Director, City of Brownsville, City Hall 1001 E. Elizabeth St., First Floor, Suite 101, Brownsville, Texas, 78520. Fax requests will be accepted on or before this deadline at 956/546-2711, or e-mail at purchasing@cob.us.



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

Sec. 252.043. AWARD OF CONTRACT.

- (a) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
- (b) In determining the best value for the municipality, the municipality may consider:
 - (1) the purchase price;
 - (2) the reputation of the bidder and of the bidder's goods or services;
 - (3) the quality of the bidder's goods or services;
 - (4) the extent to which the goods or services meet the municipality's needs;
 - (5) the bidder's past relationship with the municipality;
 - (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - (8) any relevant criteria specifically listed in the request for bids or proposals.
- (c) Before awarding a contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
- (d) The contract must be awarded to the lowest responsible bidder if the competitive sealed bidding requirement applies to the contract for construction of:
 - (1) highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, wharves,



Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition for the City of Brownsville Police Department

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

docks, airport runways and taxiways, drainage projects, or related types of projects associated with civil engineering construction; or

(2) buildings or structures that are incidental to projects that are primarily civil engineering construction projects.

(e) If the competitive sealed bidding requirement applies to the contract for construction of a facility, as that term is defined by Section 271.111, the contract must be awarded to the lowest responsible bidder or awarded under the method described by Subchapter H, Chapter 271.

(f) The governing body may reject any and all bids.

(g) A bid that has been opened may not be changed for the purpose of correcting an error in the bid price. This chapter does not change the common law right of a bidder to withdraw a bid due to a material mistake in the bid.

(h) If the competitive sealed proposals requirement applies to the contract, the contract must be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals.

(i) This section does not apply to a contract for professional services, as that term is defined by Section 2254.002, Government Code. Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1997, 75th Leg., ch. 1370, Sec. 4, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1409, Sec. 3, eff. Sept. 1, 2001.

Submitted,

(Name of Bidder)

(Signature)

(Print)

Date

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



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

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

- (a) This section applies only to municipality with a population of less than 250,000 that is authorized under this title to purchase real property or personal property that is not affixed to real property.
- (b) In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract with:
 - (1) the low bidder; or
 - (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.
- (c) This section does not prohibit a municipality from rejecting all bids.
- (d) This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

Added by Acts 2005, 79th Leg., ch. 1205 § 1, eff. Sept. 1, 2005.

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



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

**Consideration of Location of Bidder's Principal Place of Business Local
Government Code § 271.9051.**

Section 271.9051 of the Texas Local Government Code authorizes a municipality with a population of less than 250,000, when considering competitive sealed bids, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within **5 percent** of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. **Request must be submitted with bid package to be considered by the City of Brownsville.**

The Purchasing/Contracting Department requires a specific economic impact statement from your firm in order to be considered for invocation of the Local Preference Statute § 271.9051.

The following information should be submitted in Spreadsheet form:

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

Submitted,

(Name of Bidder)

(Signature)

(Print)

Date

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



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

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,



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

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.



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

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.



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

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.



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

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.



Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition for the City of Brownsville Police Department

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

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



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

Protest Procedure

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

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

- (A) name, address, and telephone number of protestor,
- (B) identification of contract solicitation number,
- (C) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- (D) a statement as to what relief is requested.

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

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

1.3.1 Protest Before Opening

Protests alleging restrictive specifications or improprieties which are apparent prior to the bid deadline or receipt of bids must be submitted in writing to the Contracting Officer at the address above and must be received at least seven (7) days prior to the bid opening. If the written protest is not received by the time specified in bid package may be received and award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protest not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or responses from other bidder, which shall be submitted to the



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

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

1.3.2 Protest After Opening/Prior to Award

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

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



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

1.3.3 Protest After Award

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

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



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

TEXAS OPEN RECORDS ACT AND CONFIDENTIALITY

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

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

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

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



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit: I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

CERTIFICATION OF COMPLIANCE WITH HOUSE BILL 89

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



Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition for the City of Brownsville Police Department

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

CERTIFICATION FORM

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

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

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

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

C) CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

SIGNATURE _____

TITLE

COMPANY _____

DATE

State of _____, County of _____

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

Notary Public _____

My Appointment Expires: _____



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

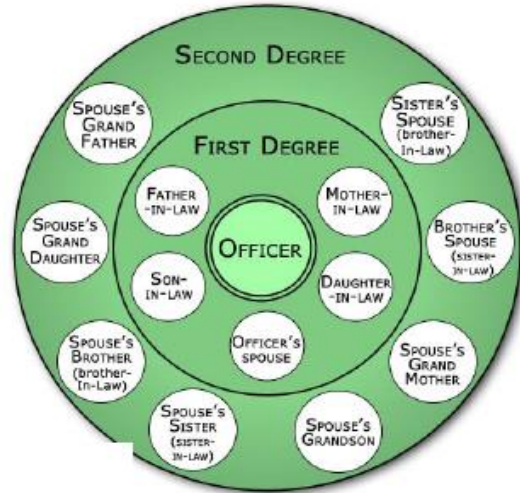
May 28, 2019 at 3:00 P.M.

NEPOTISM CHART

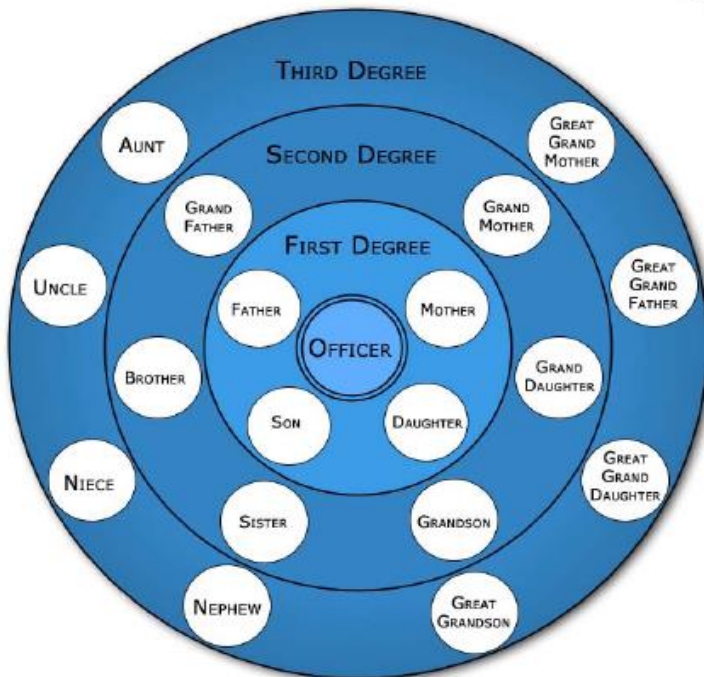
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

**AFFINITY KINSHIP
Relationship by Marriage**



**CONSANGUINITY KINSHIP
Relationship by Blood**





Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition for the City of Brownsville Police Department

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

Certificate of Interested Parties
House Bill 1295

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret [House Bill 1295](#).

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

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

[HTTPS://WWW.ETHICS.STATE.TX.US/FILE/](https://www.ethics.state.tx.us/file/)

Acknowledged by,

(Name of Bidder)

(Signature)

(Print)

Date

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



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.																			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.																			
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																
			<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 50%;">Controlling</td> <td style="text-align: center; width: 50%;">Intermediary</td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>	Controlling	Intermediary														
Controlling	Intermediary																		
5 Check only if there is NO Interested Party. <input type="checkbox"/>																			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.																			
_____ Signature of authorized agent of contracting business entity																			
AFFIX NOTARY STAMP / SEAL ABOVE																			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.																			
_____ Signature of officer administering oath		_____ Printed name of officer administering oath																	
_____ Title of officer administering oath		_____ Title of officer administering oath																	
ADD ADDITIONAL PAGES AS NECESSARY																			



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

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

City of Brownsville
Purchasing/Contracting Division
City Hall 1001 E. Elizabeth St., 1st Floor, Suite No. 101
P. O. Box 911
Brownsville, Texas 78520
Attention: Mr. Roberto C. Luna, Jr., Purchasing/Contracting Director
BID # POA-36-0619

- A. The contractor shall furnish and keep in full force during the term of this contract the following insurance coverage:
 - A) Worker's Compensation Insurance
Amount: Statutory
 - B) Comprehensive General Liability Insurance
Amount: \$500,000 Each Occurrence
\$1,000,000 General Aggregate
 - C) Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles)
Amount: \$500,000 Combined Single Limit
- B. The premiums to be expended for all of the above enumerated policies of insurance shall be paid by the contractor. The policies of insurance, certificates of insurance and the insurance company(s) issuing such certificates or policies of insurance must be acceptable to the City.
- C. All policies or certificates of insurance must be issued indicating that such policies or certificates are applicable to work being performed under a specific contract or to all work performed by the contractor for the City of Brownsville.
- D. All of the aforementioned policies and certificates of insurance should be issued immediately after the contractor receives notification of award. It should be clearly understood that the contractor is not to commence any work until a written notice to proceed is received from the City.



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

- E. 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.**
- F. 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.



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

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 BI DDER 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.

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



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

Chapter 2270, consisting of Secs. 2270.001 to 2270.002, was added by Acts 2017, 85th Leg., R.S., Ch. 1 (H.B. [89](#)), Sec. 1. For another Chapter 2270, consisting of Secs. 2270.0001 to 2270.0253, transferred, redesignated, and amended by Acts 2017, 85th Leg., R.S., Ch. 96 (S.B. [253](#)), Sec. 4, see Sec. 2001.0001 et seq., post.

CHAPTER 2270. PROHIBITION ON CONTRACTS WITH COMPANIES
BOYCOTTING ISRAEL

Sec. 2270.001. DEFINITIONS. In this chapter:

(1) "Boycott Israel" has the meaning assigned by Section [808.001](#).

(2) "Company" has the meaning assigned by Section [808.001](#).

(3) "Governmental entity" has the meaning assigned by Section [2251.001](#).

Added by Acts 2017, 85th Leg., R.S., Ch. 1 (H.B. [89](#)), Sec. 1, eff. September 1, 2017.

Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

Added by Acts 2017, 85th Leg., R.S., Ch. 1 (H.B. [89](#)), Sec. 1, eff. September 1, 2017.



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

GOVERNMENT CODE

TITLE 8. PUBLIC RETIREMENT SYSTEMS

SUBTITLE A. PROVISIONS GENERALLY APPLICABLE TO PUBLIC
RETIREMENT SYSTEMS

CHAPTER 808. PROHIBITION ON INVESTMENT IN COMPANIES THAT
BOYCOTT ISRAEL

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 808.001. DEFINITIONS. In this chapter:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

(3) "Direct holdings" means, with respect to a company, all securities of that company held directly by a state governmental entity in an account or fund in which a state governmental entity owns all shares or interests.

(4) "Indirect holdings" means, with respect to a company, all securities of that company held in an account or fund, such as a mutual fund, managed by one or more persons



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

not employed by a state governmental entity, in which the state governmental entity owns shares or interests together with other investors not subject to the provisions of this chapter. The term does not include money invested under a plan described by Section 401(k) or 457 of the Internal Revenue Code of 1986.

(5) "Listed company" means a company listed by the comptroller under Section [808.051](#).

(6) "State governmental entity" means:

(A) the Employees Retirement System of Texas, including a retirement system administered by that system;

(B) the Teacher Retirement System of Texas;

(C) the Texas Municipal Retirement System;

(D) the Texas County and District Retirement System;

(E) the Texas Emergency Services Retirement System; and

(F) the permanent school fund.

Added by Acts 2017, 85th Leg., R.S., Ch. 1 (H.B. [89](#)), Sec. 2, eff. September 1, 2017.

Sec. 808.002. OTHER LEGAL OBLIGATIONS. With respect to actions taken in compliance with this chapter, including all good faith determinations regarding companies as required by this chapter, a state governmental entity and the comptroller are exempt from any conflicting statutory or common law obligations, including any obligations with respect to making investments, divesting from any investment, preparing or maintaining any list of companies, or choosing asset managers, investment funds, or investments for the state governmental entity's securities portfolios.



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

Added by Acts 2017, 85th Leg., R.S., Ch. 1 (H.B. [89](#)), Sec. 2, eff. September 1, 2017.

Sec. 808.003. INDEMNIFICATION OF STATE GOVERNMENTAL ENTITIES, EMPLOYEES, AND OTHERS. In a cause of action based on an action, inaction, decision, divestment, investment, company communication, report, or other determination made or taken in connection with this chapter, the state shall, without regard to whether the person performed services for compensation, indemnify and hold harmless for actual damages, court costs, and attorney's fees adjudged against, and defend:

(1) an employee, a member of the governing body, or any other officer of a state governmental entity;

(2) a contractor of a state governmental entity;

(3) a former employee, a former member of the governing body, or any other former officer of a state governmental entity who was an employee, member of the governing body, or other officer when the act or omission on which the damages are based occurred;

(4) a former contractor of a state governmental entity who was a contractor when the act or omission on which the damages are based occurred; and

(5) a state governmental entity.

Added by Acts 2017, 85th Leg., R.S., Ch. 1 (H.B. [89](#)), Sec. 2, eff. September 1, 2017.

Sec. 808.004. NO PRIVATE CAUSE OF ACTION. (a) A person, including a member, retiree, or beneficiary of a retirement system to which this chapter applies, an



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

association, a research firm, a company, or any other person may not sue or pursue a private cause of action against the state, a state governmental entity, a current or former employee, a member of the governing body, or any other officer of a state governmental entity, or a contractor of a state governmental entity, for any claim or cause of action, including breach of fiduciary duty, or for violation of any constitutional, statutory, or regulatory requirement in connection with any action, inaction, decision, divestment, investment, company communication, report, or other determination made or taken in connection with this chapter.

(b) A person who files suit against the state, a state governmental entity, an employee, a member of the governing body, or any other officer of a state governmental entity, or a contractor of a state governmental entity, is liable for paying the costs and attorney's fees of a person sued in violation of this section.

Added by Acts 2017, 85th Leg., R.S., Ch. 1 (H.B. [89](#)), Sec. 2, eff. September 1, 2017.

Sec. 808.005. INAPPLICABILITY OF REQUIREMENTS INCONSISTENT WITH FIDUCIARY RESPONSIBILITIES AND RELATED DUTIES. A state governmental entity is not subject to a requirement of this chapter if the state governmental entity determines that the requirement would be inconsistent with its fiduciary responsibility with respect to the investment of entity assets or other duties imposed by law relating to the investment of entity assets, including the duty of care established under Section [67](#), Article XVI, Texas Constitution.



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

Added by Acts 2017, 85th Leg., R.S., Ch. 1 (H.B. [89](#)), Sec. 2, eff. September 1, 2017.

Sec. 808.006. RELIANCE ON COMPANY RESPONSE. The comptroller and a state governmental entity may rely on a company's response to a notice or communication made under this chapter without conducting any further investigation, research, or inquiry.

Added by Acts 2017, 85th Leg., R.S., Ch. 1 (H.B. [89](#)), Sec. 2, eff. September 1, 2017.

SUBCHAPTER B. DUTIES REGARDING INVESTMENTS

Sec. 808.051. LISTED COMPANIES. (a) The comptroller shall prepare and maintain, and provide to each state governmental entity, a list of all companies that boycott Israel. In maintaining the list, the comptroller may review and rely, as appropriate in the comptroller's judgment, on publicly available information regarding companies, including information provided by the state, nonprofit organizations, research firms, international organizations, and governmental entities.

(b) The comptroller shall update the list annually or more often as the comptroller considers necessary, but not more often than quarterly, based on information from, among other sources, those listed in Subsection (a).

(c) Not later than the 30th day after the date the list of companies that boycott Israel is first provided or updated, the comptroller shall file the list with the presiding officer of each house of the legislature and the



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

attorney general and post the list on a publicly available website.

Added by Acts 2017, 85th Leg., R.S., Ch. 1 (H.B. [89](#)), Sec. 2, eff. September 1, 2017.

Sec. 808.052. IDENTIFICATION OF INVESTMENT IN LISTED COMPANIES. Not later than the 30th day after the date a state governmental entity receives the list provided under Section [808.051](#), the state governmental entity shall notify the comptroller of the listed companies in which the state governmental entity owns direct holdings or indirect holdings.

Added by Acts 2017, 85th Leg., R.S., Ch. 1 (H.B. [89](#)), Sec. 2, eff. September 1, 2017.

Sec. 808.053. ACTIONS RELATING TO LISTED COMPANY. (a) For each listed company identified under Section [808.052](#), the state governmental entity shall send a written notice:

- (1) informing the company of its status as a listed company;
- (2) warning the company that it may become subject to divestment by state governmental entities after the expiration of the period described by Subsection (b); and
- (3) offering the company the opportunity to clarify its Israel-related activities.

(b) Not later than the 90th day after the date the company receives notice under Subsection (a), the company must cease boycotting Israel in order to avoid qualifying for divestment by state governmental entities.



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

(c) If, during the time provided by Subsection (b), the company ceases boycotting Israel, the comptroller shall remove the company from the list maintained under Section [808.051](#) and this chapter will no longer apply to the company unless it resumes boycotting Israel.

(d) If, after the time provided by Subsection (b) expires, the company continues to boycott Israel, the state governmental entity shall sell, redeem, divest, or withdraw all publicly traded securities of the company, except securities described by Section [808.055](#), according to the schedule provided by Section [808.054](#).

Added by Acts 2017, 85th Leg., R.S., Ch. 1 (H.B. [89](#)), Sec. 2, eff. September 1, 2017.

Sec. 808.054. DIVESTMENT OF ASSETS. (a) A state governmental entity required to sell, redeem, divest, or withdraw all publicly traded securities of a listed company shall comply with the following schedule:

(1) at least 50 percent of those assets must be removed from the state governmental entity's assets under management not later than the 180th day after the date the company receives notice under Section [808.053](#) or Subsection (b) unless the state governmental entity determines, based on a good faith exercise of its fiduciary discretion and subject to Subdivision (2), that a later date is more prudent; and

(2) 100 percent of those assets must be removed from the state governmental entity's assets under management not later than the 360th day after the date the company receives notice under Section [808.053](#) or Subsection (b).

(b) If a company that ceased boycotting Israel after receiving notice under Section [808.053](#) resumes its boycott,



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

the state governmental entity shall send a written notice to the company informing it that the state governmental entity will sell, redeem, divest, or withdraw all publicly traded securities of the company according to the schedule in Subsection (a).

(c) Except as provided by Subsection (a), a state governmental entity may delay the schedule for divestment under that subsection only to the extent that the state governmental entity determines, in the state governmental entity's good faith judgment, and consistent with the entity's fiduciary duty, that divestment from listed companies will likely result in a loss in value or a benchmark deviation described by Section [808.056](#)(a). If a state governmental entity delays the schedule for divestment, the state governmental entity shall submit a report to the presiding officer of each house of the legislature and the attorney general stating the reasons and justification for the state governmental entity's delay in divestment from listed companies. The report must include documentation supporting its determination that the divestment would result in a loss in value or a benchmark deviation described by Section [808.056](#)(a), including objective numerical estimates. The state governmental entity shall update the report every six months.

Added by Acts 2017, 85th Leg., R.S., Ch. 1 (H.B. [89](#)), Sec. 2, eff. September 1, 2017.

Sec. 808.055. INVESTMENTS EXEMPTED FROM DIVESTMENT. A state governmental entity is not required to divest from any indirect holdings in actively or passively managed investment funds or private equity funds. The state governmental entity



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

shall submit letters to the managers of each investment fund containing listed companies requesting that they remove those companies from the fund or create a similar actively or passively managed fund with indirect holdings devoid of listed companies. If a manager creates a similar fund with substantially the same management fees and same level of investment risk and anticipated return, the state governmental entity may replace all applicable investments with investments in the similar fund in a time frame consistent with prudent fiduciary standards but not later than the 450th day after the date the fund is created.

Added by Acts 2017, 85th Leg., R.S., Ch. 1 (H.B. [89](#)), Sec. 2, eff. September 1, 2017.

Sec. 808.056. AUTHORIZED INVESTMENT IN LISTED COMPANIES. (a) A state governmental entity may cease divesting from one or more listed companies only if clear and convincing evidence shows that:

(1) the state governmental entity has suffered or will suffer a loss in the hypothetical value of all assets under management by the state governmental entity as a result of having to divest from listed companies under this chapter; or

(2) an individual portfolio that uses a benchmark-aware strategy would be subject to an aggregate expected deviation from its benchmark as a result of having to divest from listed companies under this chapter.

(b) A state governmental entity may cease divesting from a listed company as provided by this section only to the extent necessary to ensure that the state governmental entity



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

does not suffer a loss in value or deviate from its benchmark as described by Subsection (a).

(c) Before a state governmental entity may cease divesting from a listed company under this section, the state governmental entity must provide a written report to the comptroller, the presiding officer of each house of the legislature, and the attorney general setting forth the reason and justification, supported by clear and convincing evidence, for deciding to cease divestment or to remain invested in a listed company.

(d) The state governmental entity shall update the report required by Subsection (c) semiannually, as applicable.

(e) This section does not apply to reinvestment in a company that is no longer a listed company.

Added by Acts 2017, 85th Leg., R.S., Ch. 1 (H.B. [89](#)), Sec. 2, eff. September 1, 2017.

Sec. 808.057. PROHIBITED INVESTMENTS. Except as provided by Section [808.056](#), a state governmental entity may not acquire securities of a listed company.

Added by Acts 2017, 85th Leg., R.S., Ch. 1 (H.B. [89](#)), Sec. 2, eff. September 1, 2017.

SUBCHAPTER C. REPORT; ENFORCEMENT

Sec. 808.101. REPORT. Not later than January 5 of each year, each state governmental entity shall file a publicly available report with the presiding officer of each house of the legislature and the attorney general that:



**Invitation for Bids for a Term Contract for the Purchase and Delivery of Ammunition
for the City of Brownsville Police Department**

BID # POA-36-0619

May 28, 2019 at 3:00 P.M.

- (1) identifies all securities sold, redeemed, divested, or withdrawn in compliance with Section [808.054](#);
- (2) identifies all prohibited investments under Section [808.057](#); and
- (3) summarizes any changes made under Section [808.055](#).

Added by Acts 2017, 85th Leg., R.S., Ch. 1 (H.B. [89](#)), Sec. 2, eff. September 1, 2017.

Sec. 808.102. ENFORCEMENT. The attorney general may bring any action necessary to enforce this chapter.

Added by Acts 2017, 85th Leg., R.S., Ch. 1 (H.B. [89](#)), Sec. 2, eff. September 1, 2017.

END OF BID PACKAGE