



Purchasing & Contracting Services Department

**REQUEST FOR PROPOSALS
FOR A TERM CONTRACT FOR
MARKETING AND ADVERTISING
SERVICES FOR THE CITY OF
BROWNSVILLE SOUTH PADRE ISLAND
INTERNATIONAL AIRPORT**

RFP # MAS-52-0819

**Pre-Proposal Meeting Date: July 16, 2019
Pre-Proposal Meeting Time: 11:00 A.M.**

**RFP Closing Date: August 5, 2019
RFP Closing Time: 3:00 P.M.**



Request for Proposals for a Term Contract for Marketing and Advertising Services for the Brownsville South Padre Island International Airport for the City of Brownsville

RFP # MAS-52-0819

August 5th, 2019 at 3:00 P.M.

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:

<https://www.cob.us/402/Purchasing-Contracts>

<http://www.bidnetdirect.com>



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Calendar of Events

1. Advertise Solicitation: **Sunday, June 30th, and July 7th, 2019**
2. Pre-Proposal Meeting Date and Time: **Tuesday, July 16th, 2019 at 11:00 A.M.**
3. Due Date for Written Questions: **Friday, July 26th, at 2019 at 3:00 PM**
4. Due Date for Written Answers: **Tuesday, July 30th, 2019 at 4:00 P.M.**
5. Due Date for Proposals: **Monday August 5th, 2019 at 3:00 P.M.**
6. Tentative Award Date: **Tuesday, August 20, 2019**



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INVITATION

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

<u>Description</u>	<u>NUMBER</u>	<u>Pre-Bid/Proposal Meeting</u>	<u>Bid/Proposal Due Date</u>
Request for Proposals for a Term Contract for Marketing and Advertising Services for the Brownsville South Padre Island International Airport for the City of Brownsville	*P MAS--52-0819	July 16, 2019 11:00 A.M.	August 5, 2019 3:00 P.M.

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, First Floor, Suite 101, Brownsville, Texas 78520, (956) 548-6087, e-mail: purchasing@cob.us.

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

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

<http://www.cob.us/purchasing/bidsopen.asp> . <http://www.bidnetdirect.com>

Roberto C. Luna, Jr., Purchasing Director



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Introduction and Background:

**CITY OF BROWNSVILLE, TEXAS
BROWNSVILLE SOUTH PADRE ISLAND INTERNATIONAL AIRPORT
BROWNSVILLE, TEXAS**

I. Request for Proposals will be accepted until **AUGUST 5, 2019 AT 3:00 P.M.** by the City of Brownsville, P.O. Box 911, City Hall, 1001 E. Elizabeth St., 1st Floor, Suite 101, Brownsville, Texas 78520, to provide Marketing and Advertising Services in accordance with the conditions in the Request for Proposals (RFP) package.

RFP package documents may be obtained from Roberto Luna, Purchasing Director, at the above address, by calling Phone: **(956) 548-6087** or by accessing the City of Brownsville's website: www.cob.us and/or <https://idp.bidnetdirect.com>

Proposals shall be marked: "Request for Proposals for Marketing and Advertising Services - RFP # **MAS-52-0819**".

Any proposal received after 3:00 PM CST on Response Submittal Date will be deemed late and non-responsive.

All proposals will be dated and time stamped upon receipt by City staff and will be acknowledged at 3:00 PM on the Response Submittal Date. All documents listed on the attached Proposal Submission Checklist. Proposal must be submitted in a sealed envelope that is clearly marked: "Request for Proposals for Marketing and Advertising Services." It will be the sole responsibility of Proposers to ensure proposals are delivered to City by the appointed date and time and with the appropriate markings on the sealed envelope. All proposals: 1.) become the property of the City 2.) are considered open public records and 3.) Must be provided without cost to the City. Except as otherwise provided for herein, proposals which are incomplete or which are not in conformance with the law, may be rejected as non-responsive.

This RFP does not commit the City to enter into an agreement for all or any portion of the Scope of Services or to pay any costs incurred in the preparation of a proposal pursuant to this RFP or incurred in subsequent negotiations. It is the intention of the City to negotiate an agreement with any Proposer it deems beneficial to the Airport.

All proposals shall be considered valid for a period of ninety (90) days from the proposal closing date and shall contain a statement to that effect. Timely proposals received shall be subject to applicable laws and regulations governing public disclosure. Any information received within the proposal will be considered part of the public record of this RFP process and a public record subject to disclosure.



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The City reserves the right to reject any and all proposals, to waive informalities and irregularities in the proposal submission process, to extend the date for submittal of responses, to request additional information. By submittal of a proposal pursuant to this RFP, the Proposer certifies that no fee or commission, or any other thing of value, has been paid or agreed to be paid to any employee, agent, representative, official or current Proposer of the City in order to procure the agreement described in this RFP. The Proposer also certifies that the financial information in its proposal has been arrived at independently and without consultation, communication or agreement with the City, any employee or representative of the City (except as set forth herein), or other proposers, to restrict competition as to any matter relating to this RFP.

II. AIRPORT BACKGROUND

The Brownsville South Padre International Airport is owned and operated by the City of Brownsville. The Airport is governed by a seven person City Commission. The Airport serves South Texas, acting as a tourism gateway to South Padre Island and Northern Mexico, among other attractions in the Lower Rio Grande Valley. The Airport enplanes approximately 110,000 passengers (CY 2018). Currently, two airlines provide service to the Rio Grande Valley market from Brownsville. Direct flights are offered on a year-around basis to two destinations. During the '18 – '19 winter period, seasonal direct flights to other two destinations were offered by one of the carriers.

Historically, air fare pricing relative to competing regional airports has been a community concern, and the lack of a low cost carrier has hampered the growth of leisure travel. More recently, competitive forces with the other two airports in the Lower Rio Grande Valley appear to have restricted the opportunity for growth, due to having the same airlines service those markets as well. In addition, we have provided services to International markets without success due to airfare pricing. Construction of a 91,000 sq. ft. new passenger terminal building is underway, which will remove the current capacity constraints, attract more air service / air carriers, improve the customer experience and better serve the travel needs of residents and visitors alike. The airport needs to continue creating awareness, expose and expand its brand reach, and be recognized as the Airport of destination for those traveling to the cities of the Lower Rio Grande Valley and South Padre Island, TX.



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Airlines

Airline partners:

1. American Airlines (Envoy)
2. United Airlines

Year-round Nonstop Destinations:

Dallas Fort Worth (DFW) American Airlines
Houston Intercontinental (IAH) United Airlines

Seasonal Nonstop Destinations:

Chicago O'Hare (ORD) United Airlines
Denver International (DEN) United Airlines

III. OBJECTIVES AND SCOPE OF SERVICES

The objectives of such advertising and promotion will be as follows:

- 1) Stimulate and increase the local and regional use of the airport and its various services by airline passengers and cargo operators as a travel origination point.
- 2) Promote the use of the airport and its various services by travelers and cargo operators originating elsewhere (U.S. Domestic, and International) whose destination is the Lower Rio Grande Valley.
- 3) Promote the use of the airport and its various services by corporate itinerant and general aviation aircraft.
- 4) Support air service development efforts with institutional advertising and promotion targeted to passenger and cargo air carriers.
- 5) Promote the use of the airport industrial park and its available land for lease.
- 6) Promote the leasing and use of the in-house advertising spaces inside the passenger terminal.
- 7) Work with or in parallel with stakeholders (City Departments, Regulatory agencies, Tenants), local or regional partners, and other consulting firms, such as the Air Service Development Consultant, to create synergy and maximize reach and promotion strategies.



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The Marketing and Advertising Services agreement may include but is not limited to the following services:

- Billboard (outdoor) Advertising
- Digital Advertising
- Print Advertising
- Social media and website Advertising
- Radio & Television Advertising
- Creation of original content (for Digital, Video, Radio, Website)
- Planning & Promotion of events at the Airport
- Planning & Promotion of events sponsored by the Airport

A. SCOPE OF SERVICES

1. **Market Definition and Analysis:** The Proposer(s) shall be able to define and analyze the Airport's trade area in multiple ways, including but not limited to, a thorough demographic review of the area, including the ability to obtain employment, level of interest, travel and spend information from the local community. The results of this analysis will be summarized in the Marketing Presentations described below. The consultant will be asked to define and analyze BRO area in multiple ways, including through demographic review of the area. The study will include, but is not limited to:
 - a) Identification of Market area
 - b) Demographics of market users
 - c) Current Target Market
 - d) Potential Target Market
 - e) Annual Strategic Marketing & Advertising Campaign
 - f) Identification of Marketing & Advertising Opportunities for BRO



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3. **Presentation Preparation and Support:** The consultant should expect to prepare three or four presentations for different meetings and purposes. On occasion, the firm may be asked to provide support and join Airport Staff during these presentations to community groups to garner support. The consultant shall develop customizable presentations and messaging materials in various formats for a variety of audiences, including airline planners, airline leadership, City Management and Elected Officials, community business groups and others, and may be required to attend and participate in meetings.
4. **Ongoing Data and Analysis:** The consultant may be called on to provide an analysis from time-to-time including benchmarking the Airport's market against similar airports, identifying and analyzing market response and changes in the industry, identify and present advertising opportunities that are advantageous to the Airport, present innovative marketing ideas, etc.
5. **Community Outreach, Public and Media Relations:** On occasion, the firm may be asked to provide support to Airport Staff in planning and staffing events that increase the Airport's visibility and engage with the community throughout the duration of the contract. If travel is needed, it will be reimbursed at cost for these engagements. The firm is also required to assist in drafting Press and Media Releases, and help the Airport maintain a positive and healthy relationship with the local, regional and national media (TV, Radio, Press, etc.).

A. ON-CALL SERVICES:

The consultant may be called upon to complete specific marketing and advertising related tasks. If not covered by the original scope of services, a scope and fee will be agreed to prior to the consultant initializing work on these tasks.

Additional Authorizations of Service may be issued under the agreement during the term of agreement, as conditions warrant.

III. SUBMITTAL REQUIREMENTS

Applicants shall organize their submissions in such a way as to follow the submittal requirements listed below.

1) Qualifications and resume of the Account Manager assigned to this project, including years of experience, list of projects worked on and involvement in those projects.

2) Firm's expertise in Marketing and Advertising Services. Market analysis, airport marketing or other related airport and travel consulting services. Include information describing the size of the firm, location of the office that will work directly with the Airport, number of years in business of providing air service consulting.



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- 3)** Resumes of key participants, including years of applicable experience, projects worked on and involvement in those projects. Identify whether participant is employed by the firm or will be providing work results under subcontract.
- 4)** Firm profile, including size of firm, staff resources, its principals. Identify which services are provided by outside vendors or contractors.
- 5)** Provide information on the current workload of the firm and of the personnel proposed for this account.
- 6)** Experience with conducting market studies and content of studies. Provide a recent example of a completed market study, preferably from a similar sized market.
- 7)** Explain your source of data used in conducting market analyses, the accuracy of the data, and how that data is processed.
- 8)** Explain a typical working relationship you would have with the Airport (frequency of communications, advisement of opportunities and changes in the industry, responsiveness, etc.)
- 9)** In addition to the scope of services, provide other recommendations you feel are relevant to our market. Visionary, forward-thinking strategies capable of sustaining BRO growth will have greater weight.
- 10)** List of projects (completed or in progress) of similar size, type and complexity performed by your firm within the last five (5) years. List of client references for these projects including names, titles, e-mails, and phone numbers. Include description of a successful marketing campaign.
- 11)** Experience in developing airport/community partnership strategies. Provide an example.
- 12)** Familiarity with the Brownsville market.
- 13)** Fee rates of all people assigned to the project and expenses for the duration of the initial three-year contract. Indicate any markups of actual expenses. Explain company policy on billing for internal and external communications (e.g., phone calls, e-mails). Should the Airport desire to implement the one-year renewals, the Consultant is allowed to modify their fee rates.



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IV. SELECTION CRITERIA

The Airport will evaluate and rank the qualifications, experience and expertise submitted by each firm. It will include but not limited to:

- 20 Points** Qualifications, experience and expertise submitted by each firm.
- 20 Points** Firm's profile, including size of firm, staff resources, its principals, current workload, and proposed personnel for this account. Identify which services, if any, are provided by outside vendors or contractors.
- 15 Points** Firm's experience and methodology used in conducting market studies and content of studies, the firm's source of data used in market analyses.
- 15 Points** Firm's approach for increasing BRO's brand awareness. Visionary, forward-thinking strategies capable of sustaining BRO growth will have greater weight.
- 10 Points** Firm's typical working relationships, familiarity with the BRO market, and any conflicts of interest.
- 10 Points** Firm's projects within the last five years and references from those projects.
- 10 Points** Firm's fee schedules and billing policies.
- Total:** **100 Points**



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Evaluation Criteria	Points
Qualifications, experience, expertise submitted by each firm	20
Firm's profile, including size of firm, staff resources, its principals, current workload, and proposed personnel for this account. Identify which services, if any, are provided by outside vendors or contractors.	20
Firm's experience and methodology used in conducting market studies and content of studies, the firm's source of data used in market analyses.	15
Firm's approach for increasing BRO's brand awareness. Visionary, forward-thinking strategies capable of sustaining BRO growth will have greater weight.	15
Firm's typical working relationships, familiarity with the BRO market, and any conflicts of interest.	10
Firm's projects within the last five years and references from those projects.	10
Firm's fee schedules and billing policies.	10
Total	100



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The transmittal letter shall not exceed two pages, include the relevant information for the contact person, be signed by an official of the lead firm and shall summarize the key points of the submittal. Tab pages shall be blank except for the section name. The resume for the lead person shall not exceed two pages and other resumes shall not exceed one page per person.

Deliverables and Proposal Submission Requirements

Interested firms must submit one (1) physical original copy marked “**Original**”, six (6) physical copies marked “**Copy**” and one (1) digital copy (USB) of their proposal. The proposal must be received by the Purchasing and Contracting Services Department by **3:00 P.M. on August 5, 2019**. The City of Brownsville reserves the right to issue written notice to all participating firms with any changes in the submission schedule, scope of work, or work-related products, should it be determined that such changes are necessary.

PROPOSAL INSTRUCTIONS

These should be directed to the attention of the Purchasing Department

Mr. Robert C. Luna, Jr., C.T.P.M.
Purchasing Director
City of Brownsville
1001 E. Elizabeth Street
1st Floor, Suite 101
Brownsville, Texas 78521
e-mail: purchasing@cob.us

The City of Brownsville reserves the right to review, accept or reject any or all proposals received through this process. Information contained within the original proposal should be the complete offering to the City. In fairness to all proposers, no late additions or verbal additions to the original proposal will be accepted after the submission deadline. If additional information is needed from proposers, the City will

initiate that request. If interviews or conferences are necessary, the City will make those arrangements as necessary. The City of Brownsville also reserves the right and option to wave any and all informalities if in its best interest.

Any costs involved in the preparation of the proposals are the sole responsibility of the proposer. The City will not be responsible for any costs associated with the preparation, submission or meetings involved with the presentation of the proposal.



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SUBMISSION OF REQUESTS FOR CLARIFICATIONS OR CHANGES:

All requests for approved equals, modifications or clarifications must be received in writing, no later than Friday, **July 26, 2019 at 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.

RFP Requirements

IT IS UNDERSTOOD THAT the City of Brownsville reserves the right to accept or reject any and/or all "RFPs" as it shall deem to be in the best interest of the City. Receipt of any RFP shall, under no circumstances, obligate the City to accept the highest commission RFP. The award of the contract shall be made to the responsible Proposer whose RFP is determined to be the best qualified/evaluated offer resulting from negotiation, taking into consideration the relative importance of commission and other evaluation factors set forth in the REQUEST FOR RFP.

RFPS SHALL: include this RFP and all additional documents submitted. Each RFP will be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside. Facsimile transmittals will **NOT** be accepted.

LATE RFPS: RFPs received in the City Purchasing/Contracting Office after submission deadline **will be returned unopened and will be considered void and unacceptable**. The City of Brownsville is not responsible for lateness of mail, carrier, etc., and time/date stamp clock in Purchasing Office shall be the official time of receipt.

ALTERING RFPS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the RFP, guaranteeing authenticity.

WITHDRAWAL OF RFP: An RFP may not be withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date designated for the receipt of RFP, and Proposer so agrees upon submittal of the RFP.

RFPS WILL BE: received and publicly acknowledged at the location, date and time stated on Page 1. Proposers, their representatives and interested persons may be present. RFPs will be received and acknowledged, only so as to avoid disclosure of the contents to competing offers and kept secret during the negotiation/evaluation process.



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

CANCELLATION OF PROCUREMENT:

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

AVAILABILITY OF FUNDS:

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

NON-APPROPRIATION CLAUSE:

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

ORAL INTERVIEWS:

Following the initial review and screening of all proposals, one or more firms may be invited to participate in an oral interview or presentation of their proposals. These interviews or presentations provide an opportunity for City to ask additional questions and the respondent to clarify the proposal to ensure material understanding.



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However, City reserves the right to recommend award of a Contract without conducting interviews.

Thereafter, staff will make its recommendation regarding an award of Contract to the City Commission who will make the final decision.

AWARD OF CONTRACT:

Request for Proposals (“RFP”), the city is seeking an agreement with a Qualified Marketing and Advertising Agency to provide Marketing and Advertising Services for the Airport for the next **five (5) fiscal years** (Primary Term), commencing after City Commission approval and ending on **September 30th, 2024**, with an option for **two (2) additional two (2) year terms** (Secondary Term). Services under any agreement will be performed based on specific authorizations of service or a task order basis approved by the Airport. The Proposer shall demonstrate excellence in market definition and analysis, demographic data gathering and presentation, advertising opportunities and vehicles such as, but not limited to Radio, TV, Digital, Print, Outdoor, Sponsorship of events, and in-kind advertising. The proposer must be able to work parallel, and/or in conjunction with other Consulting Firms under contract with the Airport and/or the City of Brownsville if deemed necessary and advantageous by Airport Staff. A successful Proposer will, with Airport staff, develop and implement a comprehensive Marketing and Advertising Strategy to increase brand awareness at the local, national and international levels, to attract more travelers and business to the Airport.

The City reserves the right to reject any and all proposals, to waive any irregularities in the process, to negotiate with any proposers, and to accept any proposals considered to be in the best interest of the City.

The agreement to be executed with any successful Proposer shall be in accordance with “**Section III – OBJECTIVES AND SCOPE OF SERVICES**” and be acceptable to the City.

This document outlines the prerequisites, selection process and documentation necessary to submit a proposal for the requested services. Please carefully read the entire package before submitting your proposal.

Contract(s) will be negotiated with the respondent whose proposal is determined to be most advantageous to the City. The City reserves the right to reject any and all proposals and to waive any formality in proposals received, to accept or reject any or all of the items in the proposal, and award the contract in whole or in part, if it is deemed in the best interest of the City. Proposals should be submitted initially on the most favorable terms, from both price and technical standpoints. The City further reserves the right to award contract without discussion after proposals are received or to request written BEST AND FINAL



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OFFERS from respondents judged to be responsive to the minimum technical requirements.

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

BID 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 not less than **\$ 1,500.00** accompany each Bid as a guarantee that if awarded the Contract, the successful Bidder will promptly enter into a Contract and execute payment and performance bonds as outlined in the specification and Contract Documents.



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PROTEST PROCEDURES.

Protest Procedure

The protest must outline the specific portion of the specification or Proposal 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) will consider all protests received 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/proposal deadline or receipt of bids/proposal 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/proposal opening. If the written protest is not received by the time specified in bid package may be received and award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protest not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or responses from other bidder, which shall be submitted to the Contracting Officer not less than ten (10) days after the date of the City of Brownsville's Request. So far as practicable, appeals



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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.



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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.



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Preparation of Proposal

1. Proposer is expected to examine this REQUEST FOR PROPOSAL (RFP) carefully, understand the terms and conditions for providing the pertinent services, and respond completely. Failure to do so may result in disqualification. **Verbal questions and explanations are not permitted.** Each PROPOSER shall submit proposals containing all information required by the RFP. Failure to respond to all portions of this RFP may result in the Proposer's response being deemed non-responsive. Proposals must be signed by an officer or principal of the PROPOSER, however, they may be signed by an agent if accompanied by written evidence of authority.
2. Should firms interested in submitting a proposal or have questions regarding the required services, the contents of Proposal, the selection or any other requirements, these questions should be directed, in writing only, to Mr. Roberto C. Luna, Jr., C.T.P.M., Purchasing Director email: purchasing@cob.us
3. Proposers are responsible for making certain proposals are delivered to the Purchasing and Contracting Services Department. Mailing of proposal does not ensure that the proposal will be delivered on time or delivered at all. If proposer does not hand deliver proposal, **we suggest that he/she use some sort of delivery service that provides a receipt.**
4. Proposals will be accepted in person by United States Mail, by United Parcel Service, or by private courier service. *Oral communication, telephone, electronic mail, telegraphic transmission, or tele facsimile transmission* **will not be acceptable** submissions for proposals. Proposals may be withdrawn prior to the above scheduled time set for closing of the proposals. Any proposal received after the date and hour specified will be rejected and returned unopened to the proposer.
5. The Purchasing & Contract Services Department and Planning and Development Services Department reserves the right to postpone the date and time for opening proposals through an addendum.



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Proposal packet addenda & modifications:

Any proposer in doubt as to the true meaning of any part of the specifications or other contract documents may request an interpretation thereof from the Contract Administrator. At the request of the proposer, or in the event the Brownsville Purchasing and Contracts Department deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Department. Such addendum will be sent to all proposers receiving the original proposal and will become part of the proposal package having the same binding effect as provisions of the original proposal. No verbal explanations or interpretations will be binding. The City does not assume responsibility for the receipt of any addendum sent to proposers. *A copy of all addenda issued must be signed and returned with your proposal.*

Proposal Preparation Costs:

Issuance of this Request for Proposal does not commit the City of Brownsville, in any way, to pay any costs incurred in the preparation and submission of a proposal. The issuance of this Request for Proposal (RFP) does not obligate the City of Brownsville to enter into contract for any services or equipment. All costs related to the preparation and the proposer shall pay submission of a proposal.

Trade Secrets, Confidential Information and the Texas Public Information Act.

If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, *clearly identify those portions.*

Proposals will be opened in a manner that avoids disclosure of the contents to competing offers and to keep the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.

The City of Brownsville will honor your negotiations of the trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section §552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of



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competent jurisdiction that the information is in fact not privileged and confidential under Section §552.110 of the Government Code and Section §252.049 of the Local Government code, then such information will be made available to the requested.

Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Proposals are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than ninety (90) days required. The proposal submitted by the proposer shall become an integral part of the contract between the City and the Proposer and the representations, covenants, and conditions therein contained shall be binding upon the person, firm or corporation executing the same.

Evaluation Process & Award

The City will conduct a comprehensive evaluation of all proposals received in response to this RFP. The CITY will establish a Selection Committee comprised of staff members to perform such evaluation. Each proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the Selection Committee may select proposing agency representatives for an “in person” presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed in the evaluation criteria section. All proposals deemed non-responsive will be eliminated from further consideration. Final approval of a selected CONTRACTOR is subject to the action of the City of Brownsville City Council.

Award of Proposal:

Submission and award of a contract shall be based on the “**Terms and Conditions of this Request for Proposals**”. The City of Brownsville, Texas, (City) invites any qualified firms to submit a Request for Proposals for A Term Contract for Marketing and Advertising Services for the Brownsville South Padre Island International Airport for the City of Brownsville.

Independent Contractor – It is expressly understood and agreed that the CONTRACTOR and all persons designated by it to provide services in connection with this Contract, is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions, and that the CITY shall in no way be responsible, therefore, neither party hereto has authority to bind the other or to hold out to third parties, that it has the authority to bind the other.



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Disclosure of Interests – PROPOSER will provide a completed City of Brownsville Disclosure of Interests form found in proposal. Failure to submit this form may result in the proposal being declared non-responsive.

Reservation of Rights:

The CITY reserves the right to:

- Reject any and all Proposals received
- Issue a subsequent RFP
- Cancel the entire RFP
- Remedy technical errors in the RFP process
- Negotiate with any, all or none of the respondents to the RFP
- Accept the written proposal as an offer
- Waive informalities and irregularities
- Accept one or more proposals

This RFP does not commit the CITY to enter into a Contract, nor does it obligate it to pay any costs incurred in preparation and submission of Proposals or in participation of a Contract.

Proposer must remain in full compliance with Article 5, Administrative Provisions, Sub-Section 4, Qualifications of the City of Brownsville City Charter:

“The mayor, commissioners, and other officers and employees shall not hold any other public office of emolument and shall not be interested in the profits or emoluments of any contracts, job, work, or service for the municipality, or interested in the sale to the city of any supplies, equipment, material, or articles purchased.”



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MISCELLANEOUS

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.

POINT OF CONTACT – All information regarding the specifications or proposal procedures please contact Mr. Roberto C. Luna, Jr., Purchasing Director, at (956) 548-6087 or e-mail at: purchasing@cob.us or visit our website at: <https://www.cob.us/402/Purchasing-Contracts>

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

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

RFP - DUE DATE - RFP due date will be at **3:00 P.M., August 5, 2019** at the Purchasing & Contract Services Department, located at City Hall, 1st Floor, Suite 101, Brownsville, Texas 78520.

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 Proposal.

Addendum No. Dated.....

Addendum No. Dated.....

Addendum No. Dated.....

Addendum No. Dated.....

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



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INDEMNIFICATION

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

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

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

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



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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

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



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and certificates of insurance must **clearly indicate that they will remain in force for a period of at least twelve (12) months from inception date.**

- E. A minimum of thirty (30) days written notification must be given by an insurer of any alteration, material change or cancellation affecting any certificates or policies of insurance as required under this contract. The City of Brownsville is to be named as an additional insured.
- 1) Such required notification must be sent via registered or certified mail to the address indicated in Section above.



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CERTIFICATION FORM

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

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

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

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

C) CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

SIGNATURE _____ TITLE _____

COMPANY _____ DATE _____

State of _____, County of _____

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

Notary Public _____

My Appointment Expires: _____



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GENERAL INFORMATION REQUIRED FROM ALL RESPONDENTS

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

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

Date: _____

COMPANY
NAME: _____

AUTHORIZED
REPRESENTATIVE: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO: _____ FAX NO. _____



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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.



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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.

House Bill 793

Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.



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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 "RFP" in collusion with any other respondent, and that the contents of this "RFP" as to 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 RFP.

Date _____

Company _____

Address _____

Phone _____

Fax Number _____

Respondent
(Signature) _____

Respondent
(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 Proposal.



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**CITY OF BROWNSVILLE
DISCLOSURE OF INTERESTS**

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

FIRM NAME: _____

ADDRESS: _____

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

DISCLOSURE QUESTIONS

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

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

Name	Title	Department

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

Name	Title	Department



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

Name	Board, Commission, or Committee

CERTIFICATE

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

Certifying Person: _____

Title: _____
(Type or Print)

Signature of Certifying Person: _____

Date: _____



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DEFINITIONS

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

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

PLEASE FILL IN INFORMATION NEEDED AND SUBMIT TO:

**THE CITY OF BROWNSVILLE
PURCHASING DEPARTMENT
P. O. BOX 911
CITY HALL, First Floor Suite 101
BROWNSVILLE, TEXAS 78520**



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PROPOSAL SUBMISSION FORM

The undersigned Proposer, by signing and executing this proposal, certifies and represents to the City of Brownsville that proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined in the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the Proposer also certifies and represents that the Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipients decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the Proposer certifies and represents that Proposer has neither coerced or attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of Brownsville concerning this proposal on the basis of any consideration not authorized by law; Proposer also certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this proposal; the Proposer further certifies and represents that Proposer has not violated any federal, state or local regulation or ordinance relating to bribery, improper influence, collusion or the like and that proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or thing of value of any officer, trustee, agent or employee of the City of Brownsville in return for the person having exercised their official discretion, power or duty with respect to this proposal; the Proposer certifies and represents that it has not now or will not in the future offer, confer, or agree to confer a pecuniary benefit or thing of value to any officer, trustee, agent, or employee of the City of Brownsville in connection with information regarding this proposal or the performance, delivery or sale pursuant to this proposal.

I have read all of the specifications and general proposal requirements and do hereby certify that all items submitted meet specification:

COMPANY: _____

AGENT NAME/TITLE: _____

AGENT SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____



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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.



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F. Improper Representation

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

Disclosures and Requirements for City Vendors/Contractors

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

A. Prohibited Contacts During Contract Evaluation

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

B. The City's Discretionary Contracts Disclosure Form

When seeking a discretionary^{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.



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

C. Chapter 176 of the Local Government Code

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

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

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

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

D. Political Contribution Prohibition

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



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

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

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

3 Political contributions include both campaign and officeholder contributions.

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



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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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**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:	CONTROL #: _____ -
COMMENT:	

Note: A separate form must be submitted for each request for an approved equal. Proposers are required to submit technical information for each item. Any request received without the necessary technical information will be returned. Request Form must be submitted on or before the **SUBMISSION OF REQUESTS FOR CLARIFICATIONS OR CHANGES deadline.**



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CERTIFICATION OF ELIGIBILITY

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

Signed: _____

Title: _____

Date: _____

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

Notary Public _____

My Appointment Expires _____



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FORM FOR PROPOSAL DEVIATIONS

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

Deviations # _____

Offeror : _____

Solicitation Ref: _____ Page: _____ Section: _____

Complete Description of Deviations: _____

Rationale (Pros & Cons): _____



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DRUG-FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME: _____

The contractor or grant recipient named above hereby certifies compliance with Governmental, Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

- I. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specify actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance proof
 Penalties that may be imposed upon employees for drug abuse vice Provide as required by Government Code Section 8355(c), that every employee who worker and the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement and
 - (b) Will agree to abide by the terms of the company's statement as a condition employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjure under the laws of the State of Texas.

OFFICIAL'S NAME

DATE EXECUTE

EXECUTED IN THE COUNTY OF

CONTRACT OR GRANT RECIPIENT SIGNATURE

TITLE

FEDERAL I.D. NUMBER.



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HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:

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

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

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

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

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

Vendor ID:

Vendor Number:

Vendor Name: begins with Name

Include Inactive Vendors: **Small Businesses Only:** Yes, No

Selection 1: Class Code: Item: District:

Selection 2: Class Code: Item: District:

Selection 3: Class Code: Item: District:

Class Code | Item Code | District

Texas County: Cameron

City: begins with

Zip: begins with

Sort by: City

Output as: Detail List

Results: return all matches

Output may contain coded information in Hub Status and Reason Off CMBL

Texas Online | Statewide Search from the Texas State Library | State Link Policy | Texas Homeland Security

Susan Combs, Texas Comptroller • Window on State Government • Contact Us
Privacy and Security Policy | Accessibility Policy | Link Policy | Public Information Act | Compact with Texans



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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



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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> <th style="width: 50%; text-align: center;">Controlling</th> <th style="width: 50%; text-align: center;">Intermediary</th> </tr> <tr><td style="height: 20px;"> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </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.																					
<table style="width:100%; border: none;"> <tr> <td style="width: 33%; border: none;">_____</td> <td style="width: 33%; border: none;">_____</td> <td style="width: 33%; border: none;">_____</td> </tr> <tr> <td style="border: none; font-size: small;">Signature of officer administering oath</td> <td style="border: none; font-size: small;">Printed name of officer administering oath</td> <td style="border: none; font-size: small;">Title of officer administering oath</td> </tr> </table>				_____	_____	_____	Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath												
_____	_____	_____																			
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath																			
ADD ADDITIONAL PAGES AS NECESSARY																					

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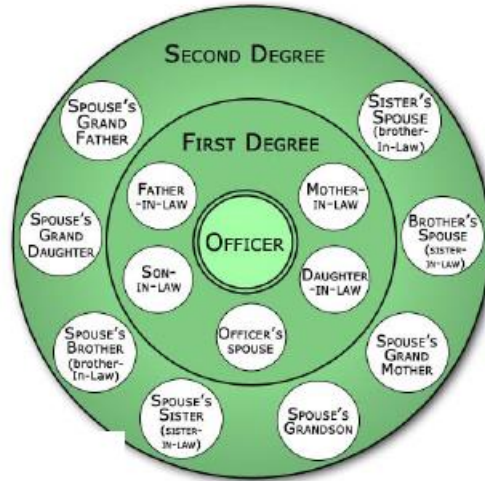
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NEPOTISM CHART

The chart below shows

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

AFFINITY KINSHIP
Relationship by Marriage



CONSANGUINITY KINSHIP
Relationship by Blood

