



BROWNSVILLE PUBLIC UTILITIES BOARD

Q083-21

REQUEST FOR STATEMENTS OF QUALIFICATIONS

FOR

**PROFESSIONAL ENGINEERING SERVICES ROTATION LIST FOR
WATER AND WASTEWATER PROJECTS**

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**LEGAL NOTICE
AND
REQUEST FOR QUALIFICATION STATEMENTS
Q083-21**

The Brownsville Public Utilities Board (“BPUB”) will accept sealed Statements of Qualifications for **BPUB Professional Engineering Services Rotation List for Water and Wastewater Projects until 3:00 PM, October 18, 2021** in the Brownsville PUB Purchasing Office, 1155 FM 511, Olmito, Texas. **Qualification statements received after this time will not be considered.**

Qualification Statements will be acknowledged on October 18, 2021 at 3:15 PM. All persons are invited to attend the acknowledgement via conference call-in at (956) 214-6020.

Please mark on the **outside of the envelope and on any carrier’s envelope**: “**Q083-21 Request for Qualifications for BPUB Professional Engineering Services Rotation List for Water and Wastewater Projects, October 18, 2021, 3:00 PM**”, and send to the attention of Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

The Brownsville Public Utilities Board will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed qualification statement to the Brownsville Public Utilities Board, Purchasing Office by the given deadline above. **Electronic transmission or facsimile of Qualification Statements will not be acceptable.**

The Brownsville PUB reserves the right to reject any or all responses and to waive irregularities contained therein and to accept any response deemed most advantageous to the Brownsville PUB.

Diane Solitaire
Purchasing Manager
Brownsville Public Utilities Board
(956) 983-6366 - Phone

Please submit this page upon receipt.

Acknowledgment Form

Q083-21

**REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR PROFESSIONAL
ENGINEERING SERVICES ROTATION LIST FOR WATER AND WASTEWATER
PROJECTS**

For any clarifications, please contact Diane Solitaire at the BPUB, Purchasing Department at: (956) 983-6366 or e-mail: dsolitaire@brownsville-pub.com

Please e-mail this page upon receipt of the RFQ package or legal notice. If you only received the legal notice and you want the RFQ package mailed, please provide an overnight method of shipment with account number in the space designated below.

Check one:

Yes, I will be able to send an RFQ; obtained RFQ package from BPUB website.

Yes, I will be able to send an RFQ; please email the RFQ package.

Email: _____

Yes, I will be able to send an RFQ; please overnight mail the RFQ package using the carrier & account number listed below:

Carrier: _____ Account: _____

No, I will not be able to send an RFQ for the following reason:

If you are unable to send your **RFQ**, kindly indicate your reason for “No response” above and return this form **via email to dsolitaire@brownsville-pub.com**. This will ensure you remain active for future potential BPUB work on our vendor list.

Date _____

Company: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Email: _____

***IF SPECIFICATIONS ARE DOWNLOADED FROM WEBSITE PLEASE EMAIL THIS PAGE TO THE EMAIL LISTED ABOVE**

SECTION 2 INTRODUCTION

2.1 GENERAL

The Brownsville Public Utilities Board (“BPUB”) of the City of Brownsville, Texas is forwarding a Request for Qualifications (“RFQ”) for the selection of up to six (6) professional engineering firms to provide professional engineering services required for water and wastewater system studies, master plans, analyses, designs, rehabilitations and upgrades. This RFQ is to be used as a guide by consultants when preparing their Statements of Qualifications (“SOQ’s”).

2.2 BPUB WATER AND WASTEWATER SYSTEM DESCRIPTION

BPUB currently provides potable water to over 49,000 residential and commercial customers. It has the capacity to produce 47 million gallons per day of potable water. BPUB’s potable water distribution network consists of three water treatment plants, 661 miles of water lines, one ground storage tank, and four elevated storage tanks with booster pumps. BPUB is also a wholesale provider of water to several other entities. In addition, BPUB provides wastewater services to over 48,000 residential and commercial customers. It has the capacity to treat 27.3 million gallons per day of wastewater. BPUB’s wastewater collection system network consists of two wastewater treatment plants, 522 miles of gravity sewer, 94 miles of force main, and 172 lift stations.

2.3 SUBMITTAL DEADLINE

The BPUB will accept Request for Qualifications until 3:00 P.M., **Monday, October 18, 2021.**

2.4 BPUB CONTACTS

Any questions or concerns regarding this Request for Qualifications shall be directed to:

Diane Solitaire
Purchasing Department
Brownsville Public Utilities Board
1155 FM511
Olmito, TX 78575
(956) 983-6366
dsolitaire@brownsville-pub.com

Respondent shall not contact, or solicit decisions, information and direction regarding this Project, RFQ or later RFQ from BPUB’s Board of Directors without prior written approval from BPUB’s Purchasing Department.

2.5 INQUIRIES AND INTERPRETATIONS

Responses to inquiries which directly affect an interpretation or change to this RFQ will be issued in writing by addendum (amendment) and emailed to all parties recorded by the BPUB as having received a copy of the RFQ. All such addenda issued by the BPUB prior to the time that submittals are received shall be considered part of the RFQ, and the Respondent shall be required to consider and acknowledge receipt of such in its submittal. Firms receiving this RFQ other than directly from the BPUB are responsible for notifying the BPUB that they are in receipt of a submittal package and are to provide a name and address in the event an amendment is issued.

Only those inquiries the BPUB replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. The Respondent must acknowledge all addenda by signing and returning such document(s) or by letter. Such acknowledgment must be received prior to the hour and date specified for receipt of RFQ, or shall accompany the submittal.

2.6 PUBLIC INFORMATION

The BPUB considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded.

Respondents are hereby notified that the BPUB strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

2.7 OBJECTIVE

The objective of this RFQ is to select a group of not more than six (6) professional engineering firms qualified to provide services necessary to complete studies, master plans, analyses, designs, rehabilitations and upgrades of BPUB's water and wastewater treatment and conveyance infrastructure on a rotation basis. As part of this effort the selected firms will be asked to provide and negotiate a scope and fee proposal for water/wastewater projects on a case-by-case basis throughout the duration of the qualifications period of three (3) years as project needs emerge. The rotation contract will be for a period of approximately three (3) years or until authorization is expended, during which time a number of individual project assignments may be made. The dollar amount and duration of each assignment will vary depending on the size and complexity of the assignments, and will be negotiated after assignments are made. Some examples of tasks to be included in the firm's scope for various projects may include collection of infrastructure data, preparation of studies, master plans and technical design documents, as well as providing construction phase administration for projects as needed. Firms shall be fully staffed with full time in-house experienced engineering personnel as a minimum in the fields of civil, mechanical, and electrical engineering. Additionally, firms shall demonstrate their ability to consistently provide services that meet customer and regulatory requirements.

2.8 BUDGET AND DISTRIBUTION OF WORK:

For the size, quantity and scope of potential BPUB projects to be completed under this rotation list, please see project list in **SECTION 9.0**. A copy of the BPUB Water/Wastewater Approved Fiscal Year 2022 Five-Year Capital Improvement Plan can be provided after October 1, 2021 upon request to email: dsolitaire@brownsville-pub.com.

BPUB makes no guarantees or representations of whether or not these projects will be carried out under this rotational list, or carried out at all in the next three (3) years.

It is anticipated that the BPUB will select up to six (6) firms for a rotational list effective for a period of three (3) years from the date of BPUB Board approval.

As the projects are determined, the BPUB will negotiate with the firms to develop a scope of work and budget on a project by project basis.

Compensation of individual project assignments will vary depending upon the scope of services required. Funding will come from the individual projects for which the services are provided. The BPUB anticipates developing and executing a professional services agreement with each selected firm.

Project assignments will be based on the rankings determined from the qualification-based selection process. The first project will be given to the highest ranking firm. Subsequent projects will be offered to the next firm in order of their ranking. A firm may accept or pass on the project being offered. If a firm passes, the project is then offered to the next firm in line.

The BPUB may, however, select a firm that is felt to be the most qualified for a specific project or most able to meet a project's schedule objectives. Additionally, BPUB reserves the right to lump or package multiple projects that are similar in size, scope or discipline together for assignment to one firm.

Project-specific schedules will be agreed upon at the time professional services are defined.

If a rotation list firm ceases practice during the contract period, or should the BPUB elect to terminate its agreement with one of the firms, any future work will be distributed to the remaining firms on the list. Bankruptcy, failure to carry minimum insurance, or prior BPUB's prior termination for cause of firm during the contract period shall result in removal from list. Change in ownership or mergers may be cause for removal from the rotation list, at BPUB's sole discretion.

In addition, the BPUB reserves the right to advertise for any additional engineering services via an open competitive RFQ for any project it deems appropriate due to the complexity, size or scope. Firm selected under this rotational RFQ will be afforded the opportunity to submit proposals in accordance with any advertised RFQ.

2.9 SUB-CONSULTANT OPPORTUNITIES:

The BPUB will require a list of proposed sub-consultants necessary to complete any of the major scopes of work listed in Section 4.0. At the time the rotation list is utilized for a specific project, it is understood the rotation list firm will organize a specific and potentially different team, if necessary, to meet the needs of the specific project. Sub-consultant opportunities may include, but not be limited to, environmental consulting, geotechnical and/or soils, surveying, electrical engineering, structural engineering, mechanical engineering, instrumentation, traffic control design and traffic impact studies, landscape architecture, architectural design, computer-aided design and drafting (CADD) services, copying services, scheduling, land use studies and cost estimating.

The maximum recommended amount of sub-consultant work per project shall be 25%. The BPUB may waive this requirement depending on the project. Contract Administration or Inspection Services shall **NOT** be sub-consultant opportunities unless prior approval is obtained from BPUB at the time of project assignment.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 GENERAL INSTRUCTIONS

- A. Respondents should carefully read the information contained herein, and submit a complete response to all requirements and questions as directed.
- B. Submittals and any other information submitted by Respondents in response to this RFQ shall become the property of BPUB.
- C. The BPUB will not provide compensation to Respondents for any expenses incurred by the Respondents for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit Proposals and other submittal information in response to this RFQ at their own risk and expense.
- D. Submittals which are qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities of any kind are subject to disqualification by the BPUB, at its option. **OWNER RESERVES THE ABSOLUTE AND UNCONDITIONAL RIGHT TO BE SOLE DETERMINANT OF WHAT IS DEEMED "AN IRREGULARITY" AND TO WAIVE OR INTERPRET ANY IRREGULARITY TO ITS BENEFIT, IN ITS SOLE DISCRETION.**
- E. Each submittal should be prepared simply and economically, providing a

straightforward, concise description of your firm's ability to meet the requirements of this RFQ. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the BPUB's needs.

- F. The BPUB makes no guarantee that an award will be made as a result of this RFQ and reserves the right to accept or reject any or all submittals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or contract when deemed to be in the BPUB's best interest. Representations made within the Proposals submittal will be binding on responding firms. The BPUB will not be bound to act by any previous communication or submittal submitted by the firms other than this RFQ.
- G. Firms wishing to submit a “No-Response” are requested to return the Acknowledgement Form. The returned form should indicate your company's name and include the words “No-Response” in the right-hand column.
- H. Failure to comply with the requirements contained in this RFQ may result in a finding that the respondent is not qualified and is ineligible to submit a proposal or subsequent contract.
- I. Only individual firms or formal joint ventures may apply. Two firms may not apply jointly unless they have formed a joint venture. Any associates will be disqualified. (This does not preclude an applicant from having consultants.)
- J. No self-performed packages are accepted without prior approval of the Owner.
- K. When ten related projects are requested, do not list more than ten. When up to three project examples are requested, do not list more than three.

3.2 PREPARATION AND SUBMITTAL INSTRUCTIONS

- A. Respondents must complete, sign and return the attached Acknowledgement Form as part of their Proposals submittal response. Submittals must be signed by Respondent's company official(s) authorized to commit such submittals. **FAILURE TO SIGN AND RETURN THESE FORMS WILL SUBJECT YOUR SUBMITTAL TO DISQUALIFICATION.**
- B. Responses to this RFQ should consist of the requested descriptions in Section 4.0. It is not necessary to repeat the topic in your response; however, it is essential that you reference the subsection request number with your response corresponding accordingly. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.
- C. Page Size, Binders and Dividers

Submittals must be typed on letter-size (8-1/2" x 11") paper. The BPUB requests that submittals be bound, but no 3-ring binders, please. Preprinted material should be referenced in the submittal and included as labeled attachments. Sections should be divided by tabs for ease of reference. Number each side of each page consecutively, including letter of interest, brochures, licenses, resumes, supplemental information, etc. Submittals are limited to **150 letter size pages** (front and back, for a total of **75 sheets** of information) with minimum font size of 10.

Covers, table of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Provide the number of copies of the submittal specified in the advertisement. **Any submittals exceeding the 150-page limit including all supplemental information will be disqualified.**

D. Table of Contents

Include with the submittal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the submittal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.

E. Pagination

All pages of the submittal should be numbered sequentially within each section in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.

F. Number of Copies

Submit a total of ten (10) complete copies of the entire response. An original signature must appear on the Letter of Interest on at least one (1) copy submitted.

G. Submission

(1) Ten (10) identical copies and one (1) electronic version (PDF format on a USB stick) of the submittal, including any supplemental printed material referenced with the RFQ, must be submitted and received in the BPUB Purchasing Department on or before the time and date specified, pursuant to the Submittal Deadline Notice to Respondents (ref. Subsection 2.3) and delivered to:

Brownsville Public Utilities Board
Purchasing Department
1155 FM 511

NOTE: Show the Request for Qualification number and submittal date in the lower left-hand corner of your sealed submittal envelope (box/container).

- (2) The materials submitted must be enclosed in a sealed envelope (box or container); the package must show clearly the submittal deadline; the RFQ number must be clearly visible; and name and the return address of the Respondent must be clearly visible.
- (3) Late submittals properly identified will be returned to Respondent unopened. Late submittals will not be considered under any circumstances.
- (4) Telephone submittals are not acceptable when in response to the Request for Qualifications.
- (5) Facsimile (“FAX”) submittals are not acceptable when in response to this Request for Qualifications.

SECTION 4 STATEMENT OF QUALIFICATIONS RESPONSE FORMAT

- **SECTION 1.** Describe the services and capabilities of your firm as related to this RFQ. **There must be representation for all major scopes of work listed in the respondent’s statement of qualifications.* The description should break down your firm’s personnel and experience as follows:
 - A. **Pumping Station Design.** Describe if your firm possesses in-house qualified personnel for this category and list the total amount of accumulated pumping station design experience in million gallons per day.
 - B. **Water/Wastewater Network Design.** Describe if your firm possesses in-house qualified personnel for this category and list the total amount of accumulated miles of water and wastewater pipelines designed.
 - C. **Water/Wastewater Master Plans and Studies.** Describe if your firm possesses in-house qualified personnel for this category and list the total amount of water/wastewater master planning efforts and number and type of major water/wastewater studies performed by your firm.
 - D. **Water Treatment Plant Design.** Describe if your firm possesses in-house qualified personnel for this category and list the total amount of accumulated water treatment plant design in million gallons per day.
 - E. **Wastewater Treatment Plant Design.** Describe if your firm possesses in-house qualified personnel for this category and list the total amount of accumulated wastewater treatment plant design in million gallons per day.
 - F. **Hydraulic Modeling.** Describe if your firm possesses in-house qualified personnel for this category and list the total amount of accumulated

water/wastewater modeling and master planning efforts in terms of the largest model assembled by your staff by number of connections.

- **SECTION 2.** Provide a description of the firm’s quality assurance/quality control program and state if the firm is ISO 9001 certified. Add any additional pertinent information that demonstrates the firm’s ability to provide services that meet customer and regulatory requirements.
- **SECTION 3.** Include the resumes of key individuals who will be assigned to this project along with a statement of their roles in this project. Firms will be evaluated as to their capacity to undertake projects entirely with internal support for all the various engineering disciplines required by this RFQ, including civil, electrical, mechanical, building, and structural engineering.
- **SECTION 4.** State if any sub-consultants will be utilized for any of the above specialties or disciplines. If other firms are to be involved, please state the names of these firms, and the type of work they will be performing.

Any questions concerning this project shall be directed to Diane Solitaire, (956) 983-6366; email: dsolitaire@brownsville-pub.com. The BPUB will provide additional information concerning this project as requested by the interested consultants through addendum.

All SOQ’s must be received by the BPUB Purchasing Department by **October 18, 2021, 3:00 P.M.** SOQ’s received after that time will not be considered. Ten (10) copies of the SOQ’s must be submitted. Please submit SOQ in a sealed envelope marked **“Q083-21 BPUB Professional Engineering Services Rotation List for Water and Wastewater Projects October 18, 2021, 3:00 PM.”** to:

Diane Solitaire
Purchasing Manager
Brownsville Public Utilities Board
1155 FM 511
Olmito, Texas 78575

The BPUB reserves the right to terminate this process at any time and no guarantee is expressed or implied that obligates the BPUB to contract any engineering firm for the proposed project. The BPUB shall not be liable to any firm for costs associated with responding to this RFQ, participating in any interviews/presentations, or any costs associated with contract negotiations.

SECTION 5 EVALUATION PROCESS

All SOQ's must be completed and convey all of the information requested in order to be considered responsive. If the SOQ's fail to conform to the essential requirements of the RFQ, BPUB alone will determine whether the variance is significant enough to consider the SOQ's acceptable or not acceptable for consideration. Only the information provided with the SOQ's and subsequent interview, discussions, and clarifications will be used in the evaluation process and award determination. SOQ's will be evaluated by the BPUB on the basis of the criteria listed below for a maximum of 100 points.

- Pumping Station Design – Firms will be evaluated with respect to their in-house personnel qualifications and experience with pumping station design. This includes pump stations of high capacity for water and wastewater use as well as chemical injection in water/wastewater treatment. **Max. 15 points.**
- Water/Wastewater Network Design – Firms will be evaluated with respect to their in-house personnel qualifications and experience with water distribution network design and sanitary sewer collection systems. **Max. 10 points.**
- Water/Wastewater Master Plans and Studies – Firms will be evaluated with respect to their in-house personnel qualifications and experience with master planning of public water and wastewater systems as well as experience with major water/wastewater studies. **Max. 15 points.**
- Water Treatment Plant Design – Firms will be evaluated with respect to their in-house personnel qualifications and experience with conventional surface water treatment and desalination water plants. **Max. 10 points.**
- Wastewater Treatment Plant Design – Firms will be evaluated with respect to their in-house personnel qualifications and experience with wastewater treatment systems. **Max. 10 points.**
- Hydraulic Modeling – Firms will be evaluated with respect to their in-house personnel qualifications and experience with hydraulic modeling of public water and wastewater systems. **Max. 5 points.**
- Management Qualifications – Firms will be evaluated in terms their ability to consistently provide services that meet customer and regulatory requirements. Additional certifications such as an ISO 9001 firm are not required but preferred. A strong Quality Assurance/Quality Control program is desired. **Max. 15 points.**
- In-house Engineering – Firms will be evaluated as to their capacity to undertake projects entirely with internal support for all the various engineering disciplines required by this RFQ, including civil, electrical and mechanical engineering. Firms that have full time in-

house engineers for all the mentioned engineering specialties will obtain a higher score for this category. **Max. 10 points.**

- **Individual Submissions** – Firms will be evaluated as to their capacity to undertake projects entirely with internal support for the various engineering disciplines required by this RFQ. Firms submitting SOQ's individually, as opposed to a joint venture, will receive a higher score. **Max. 10 points.**

SECTION 6 SELECTION PROCESS

A committee made up of members of the BPUB Staff will review, score and rank all the SOQ submittals received based on the criteria specified in Section 5 and develop a shortlist of responsive companies. If there are no more than six (6) responsive companies, all responsive companies will be shortlisted. If there are greater than six (6) responsive companies, then in addition to the six (6) highest ranked respondents, the short list will also include any responsive companies whose score is no more than twenty-five (25) points lower than that of the highest scoring respondent. The selection of the shortlist will be based solely on proposals and ranked according to the criteria outlined in this RFQ.

This short list of firms may be required to make final presentations to the BPUB at a subsequent Board meeting, making for a possible final selection and authorization for General Manager and CEO and BPUB staff to negotiate a contract and later possible actual contract award. The selected qualified firms will be put on a rotation list for a period of three (3) years.

Only the top ranked firms that are considered by the BPUB staff, on the basis of their written proposals, qualified to perform the work, may be invited for interviews by the BPUB Board if the need for interviews is deemed necessary.

The BPUB Board Exercises its discretion in the final selection of a candidate for contract negotiations, and will not be bound by the BPUB staff recommendation, scoring and ranking. The BPUB staff's preliminary reviews and scoring of submittals merely determines the top ranked firms who are most technically qualified as finalists and are eligible for interviews by the Board.

By submitting a response to this RFQ, firm accepts the evaluation process as outlined in the following section and acknowledges and accepts the determination of the "most qualified" firm may require subjective judgments by the BPUB.

6.1 KEY EVENTS SCHEDULE:

RFP SCHEDULE	DATES/TIME (CST)
Advertise RFQ	September 26 & October 3, 2021
Release RFQ	September 27, 2021
Deadline to submit questions or requests for–clarifications regarding the RFQ to DSolitaire@brownsville-pub.com	October 11, 2021 by 5:00 p.m.
Answers to questions posted and/or emailed.	October 13, 2021 by 5:00 p.m.
RFQ SUBMITTAL DEADLINE	October 18, 2021 by 3:00 PM
Acknowledge Submittals	October 18, 2021 at 3:15 PM
Evaluate RFQ responses and develop short list	October 19 – 22, 2021
BPUB Board Interviews and Selection	November 2021

6.2 ELIGIBLE RESPONDENTS

It is a policy of the BPUB to refuse to enter into a contract or other transaction with an individual, sole proprietorship, joint venture, Limited Liability Company or other entity indebted to BPUB.

The BPUB will contract only with individual firms or formal organizations such as a) joint ventures, b) limited liability corporations, c) partnerships, or d) corporations authorized to do business in the State of Texas.

SECTION 7 AGREEMENT

The approved selected firms will be asked to provide and negotiate scope and fee proposals for individual projects on a case-by-case basis throughout the duration of the three-year qualification period as assigned by the BPUB. Once individual scope and fee proposals are negotiated with the BPUB, the firms must agree to enter into a professional services agreement in substantially the form and terms as included in the attached sample agreement. If scope and fee proposal negotiations are not attained for any given project, the BPUB will move to the next qualified firm in the rotation list until a negotiation is attained.

SECTION 8 MINIMUM INSURANCE

The selected firm shall carry insurance in the following types and amounts for the duration of the Agreement, and furnish certificates of insurance along with copies of policy declaration pages and policy endorsements as evidence thereof. Additional insurance may be required by BPUB based on the type, scope or size of the project awarded.

- A. Engineer agrees to maintain Worker's Compensation and Employers' Liability Insurance to cover all of its own personnel engaged in performing services for BPUB under this Contract in the following amounts:

Workmen's Compensation – Statutory
Employers' Liability -- \$100,000.00

- B. Engineer also agrees to maintain Commercial General Liability, Comprehensive Business Automobile Liability, and Excess Umbrella Liability Insurance covering claims against Engineer for damages resulting from bodily injury, death or property damages from accidents arising in the course of work performed under this Contract in not less than the following amounts:

Commercial General Liability
Personal injury and property damage -
\$1,000,000.00 combined single limit each occurrence and
\$1,000,000.00 aggregate

Comprehensive Business Automobile Liability for all vehicles:
Bodily injury and property damage -
\$500,000.00 combined single limit each occurrence

Excess Umbrella Liability:
\$1,000,000.00

- C. Engineer shall add the BPUB and the City of Brownsville, together with their respective Commissioners, Board Members and employees, as additional insureds on all required insurance policies, except worker's compensation, employers' liability and any professional errors and omissions insurance. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy.
- D. Additionally, Engineer agrees to maintain professional errors and omissions liability insurance in the amount of not less than one million dollars (\$1,000,000.00) annual aggregate, on a claims made basis, as long as reasonably available under standard policies.

**SECTION 9
POTENTIAL BPUB PROJECT LISTING:**

- ❖ **16" Waterline to New Elevated 2.0MG Storage Tank (Approx. 1500 LF)**
- ❖ **Downtown Water & Sewer Improvements Projects (COB / American Recovery Plan funds)-Various Streets**
- ❖ **Master Plan**
- ❖ **Winterization of all Water Plants, Wastewater Plants and Water Wells Field**
- ❖ **Raw Water River Intake Study**
- ❖ **16" Waterline Loop (Lago Vista - W. Alton Gloor)**
- ❖ **FM 511 24" Waterline Loop (SRWA - Old Port Isabel Rd.)**
- ❖ **Concrete Steel Cylinder Waterline Upgrade (Boca Chica (SH48) – WTP#2)**
- ❖ **Martinal EST Area Waterline System Loop**
- ❖ **Boca Chica Blvd. Waterline Upgrade (International Blvd. – Owens Rd.)**
- ❖ **South Wastewater Treatment Plant Upgrade of Headworks Grit System**
- ❖ **South Wastewater Treatment Plant Dissolved Oxygen Probes Installation and SCADA Monitoring**
- ❖ **Robindale Wastewater Treatment Plant Four Torque Valve Actuators for the Train Inlet Isolation Valves**
- ❖ **Robindale Wastewater Treatment Plant Rehabilitation of Vacuum Truck Unloading Station**
- ❖ **Wastewater Lift Station #41 Rehabilitation**
- ❖ **Wastewater Lift Station #68 Rehabilitation**
- ❖ **Wastewater Lift Station #69 Rehabilitation**
- ❖ **Waterline Upgrade Near Water Treatment Plant #1**
- ❖ **Waterline Upgrade on Southmost Blvd. (Old EST#4 – Lima St.)**

**SECTION 10
SAMPLE AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

PROFESSIONAL ENGINEERING SERVICES CONTRACT

This is a Contract between the CITY OF BROWNSVILLE PUBLIC UTILITIES BOARD (“BPUB”), acting by its duly authorized General Manager and CEO, and (Write Consultant Company Name), a Limited Liability Company doing business in __Texas__ (“Engineer”), acting herein by its duly authorized agent, (Add Name), P.E.

WHEREAS, the BPUB desires to engage Engineer to render certain technical and professional services necessary to complete the Project described as: (Add Project Name).

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Scope of Services

Engineer agrees to perform the technical and professional services described in Exhibit "A" attached hereto and incorporated herein for all purposes. The parties by mutual agreement may provide for additional technical and professional services to be performed under the terms and conditions of this Contract and described under any additional work orders issued pursuant to paragraph 12 of this Contract.

2. Compensation

BPUB will pay Engineer for the technical and professional services described in Exhibit "A" in accordance with the performance schedule as outlined Exhibit "C," and for an initial total amount of compensation which shall not exceed (add amount written in words) and 00/100 Dollars (\$00) for work relating to the above described Project, as financially outlined in Exhibit “B.”

3. Method of Payment

A. Compensation under all invoices shall be in accordance with, and at the hourly rates described in Exhibit "B." BPUB shall pay Engineer its fees based on the presentation by Engineer to BPUB of a monthly statement for all current amounts earned under the Contract, together with all necessary supporting documentation consisting of timesheets, travel vouchers, and third-party receipts and invoices confirming and verifying the accuracy of the fees and expenses. BPUB will then

attempt to pay Engineer its fees within ten (10) calendar days after the approval, but in no event later than thirty (30) calendar days after presentation of an accurate monthly statement by Engineer to BPUB. BPUB shall have sole discretion in the final approval or disapproval of any compensation to Engineer.

- B. Engineer shall keep accurate records, including time sheets and travel vouchers of all time and expenses allocated to performance of any technical and professional services included within the Scope of Services described in Exhibit "A." All such records shall be kept in the offices of Engineer for a period of not less than five (5) years and shall be made available to BPUB for inspection, audit or copying upon reasonable request.

4. Engineer's Standard of Care

Engineer shall provide its services under this Contract with the same degree of care, skill and diligence as is ordinarily provided by a professional engineer under similar circumstances for a similar project, and shall provide professional consultations and advice to the BPUB during the performance of the services under this Contract as outlined in the Scope of Services.

5. Ownership of Documents

As part of the total compensation which BPUB has agreed to pay Engineer for the professional services to be rendered under this Contract, Engineer agrees that all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs and reports which are produced by Engineer are, and will remain, the property of the BPUB. Engineer shall have the right to use such work products for Engineer's purposes on this Project. The above notwithstanding, Engineer shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary information provided pursuant to this Contract, whether or not such proprietary information was modified during the course of providing the Services.

6. Insurance

- A. Engineer agrees to maintain Worker's Compensation and Employers' Liability Insurance to cover all of its own personnel engaged in performing services for BPUB under this Contract in the following amounts:

Workmen's Compensation – Statutory
Employers' Liability -- \$100,000.00

- B. Engineer also agrees to maintain Commercial General Liability, Comprehensive Business Automobile Liability, and Excess Umbrella Liability Insurance covering claims against Engineer for damages resulting from bodily injury, death or property

damages from accidents arising in the course of work performed under this Contract in not less than the following amounts:

Commercial General Liability

Personal injury and property damage -
\$1,000,000.00 combined single limit each occurrence and
\$1,000,000.00 aggregate

Comprehensive Business Automobile Liability for all vehicles:

Bodily injury and property damage -
\$500,000.00 combined single limit each occurrence

Excess Umbrella Liability:

\$1,000,000.00

- C. Engineer shall add the BPUB and the City of Brownsville, together with their respective Commissioners, Board Members and employees, as additional insureds on all required insurance policies, except worker's compensation, employers' liability and any professional errors and omissions insurance. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy.
- D. Engineer shall furnish BPUB with an Insurance Certificate on the date this Contract is executed and accepted by the BPUB, which confirms that all required insurance policies are in full force and effect.
- E. Additionally, Engineer agrees to maintain professional errors and omissions liability insurance in the amount of not less than one million dollars (\$1,000,000.00) annual aggregate, on a claims made basis, as long as reasonably available under standard policies.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF BROWNSVILLE AND BPUB AND THEIR RESPECTIVE COMMISSIONERS, BOARD MEMBERS, OFFICERS, SERVANTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, OR OCCASIONED BY, THE NEGLIGENT ACTS OF ENGINEER OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OF PERFORMANCE OF THIS CONTRACT.

TO THE EXTENT ALLOWED BY TEXAS LAW GOVERNING PUBLIC ENTITIES, ENGINEER'S TOTAL LIABILITY TO BPUB FOR ANY LOSS OR DAMAGES FROM CLAIMS ARISING OUT OF, OR IN CONNECTION WITH, THIS CONTRACT FROM ANY CAUSE INCLUDING ENGINEER'S STRICT LIABILITY, BREACH OF CONTRACT, OR PROFESSIONAL NEGLIGENCE, ERRORS AND OMISSIONS SHALL NOT EXCEED THE RESPECTIVE AND APPROPRIATE LIMITS OF THE ENGINEER'S VARIOUS LIABILITY INSURANCE COVERAGES AS SPECIFIED IN PARAGRAPH 6 A. – E. HEREIN. BPUB HEREBY RELEASES ENGINEER FROM ANY LIABILITY EXCEEDING SUCH AMOUNTS.

8. Addresses for Notices and Communications

BPUB
Brownsville Public Utilities Board
1425 Robinhood Drive
P.O. Box 3270
Brownsville, Texas 78520-3270
Attn: _____

Phone: (956) 983-6 _____
Email: _____@brownsville-pub.com _____

Engineer

Phone: (956) _____
Email: _____

All notices and communications under this Contract shall be mailed or delivered to the BPUB and Engineer at the above addresses.

9. Successors and Assignments

The BPUB and Engineer each binds itself and its successors, executors, administrators and assigns to the other parties of this Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Contract. Except as noted in the first part of this Paragraph, neither the BPUB nor Engineer shall assign, sublet or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, Board Member, Commissioner, or employee of any public body which is a party hereto.

10. Termination of Contract for Cause

If, through any cause, Engineer shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if Engineer shall violate any of the covenants, agreements, warranties or stipulations of this Contract, the BPUB shall thereupon have the right to terminate this Contract by giving written notice to Engineer of such termination and specifying the date thereof, at least ten (10) calendar days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Engineer under this Contract shall become the property of the BPUB, except as provided by Paragraph 5 of this Contract, and Engineer shall be entitled to receive just and equitable final compensation for any work satisfactorily completed hereunder provided such compensation is approved by the BPUB in its sole discretion. The method of compensation herein shall be as provided in Paragraph 3.A. of this Contract.

Notwithstanding the above, Engineer shall not be relieved of liability to the BPUB for damages sustained by the BPUB by virtue of any intentional and/or negligent act or omission, or any breach of the Contract by Engineer, and the BPUB may withhold any payments to Engineer for the purpose of reasonable setoff until such time as the exact amount of damages due the BPUB from Engineer is determined.

Engineer agrees that the BPUB shall have all rights and remedies afforded to it at law to recover any damages sustained by the BPUB in connection with the work performed by Engineer under the Contract. In the alternative, the BPUB shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

11. Termination for Convenience of the Parties

BPUB may terminate this Contract for its convenience at any time by giving at least thirty (30) calendar days notice in writing to Engineer. If the Contract is terminated by the BPUB as provided herein, Engineer will be paid for the time provided and expenses incurred up to the termination date, if such final compensation is approved by the BPUB, in its sole discretion. All finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Engineer under this Contract shall become the property of the BPUB, except as provided by Paragraph 5 of this Contract, and Engineer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, provided such final compensation is approved by the BPUB in its sole discretion. The method of compensation herein shall be as provided in Paragraph 3.A. of this Contract.

Notwithstanding the above, Engineer shall not be relieved of liability to the BPUB for damages sustained by the BPUB by virtue of any intentional and/or negligent act or omission, or any breach of the Contract by Engineer, and the BPUB may withhold any

payments to Engineer for the purpose of reasonable setoff until such time as the exact amount of damages due the BPUB from Engineer is determined.

Engineer agrees that the BPUB shall have all rights and remedies afforded to it at law to recover any damages sustained by the BPUB in connection with the work performed by Engineer under the Contract. In the alternative, the BPUB shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

12. Changes

The BPUB may, from time to time, request changes in the Scope of the Services of Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of Engineer's compensation, or time for performance, which are mutually agreed upon by and between the BPUB and Engineer, shall be incorporated in written amendments to this Contract. Any such work orders or change orders shall be executed by the General Manager and CEO of the BPUB, or other authorized representative as designated by the General Manager and CEO or BPUB Board.

13. Reports and Information

Engineer, at such times and in such forms as the BPUB may reasonably require, shall furnish the BPUB such periodic reports as BPUB may reasonably request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred, or to be incurred in connection therewith, and any other matter covered by this Contract.

14. Civil Rights

Pursuant to Chapters 106 and 110 of the Texas Civil Practice and Remedies Code and BPUB local policies, no person shall, on the grounds of race, religion, gender, sexual orientation, age, physically challenged condition or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of Engineer and the BPUB.

15. Incorporation of Provisions Required by Law

Each provision and clause required by State and federal law to be inserted into this Contract shall be deemed to be included herein and the Contract shall be read and enforced as though each were included herein. If through mistake, or otherwise, any such provision is not inserted or is not correctly inserted, this Contract shall be mutually amended to make such insertion, on application by either party.

16. Entire Agreement

This Contract and its Exhibits and any future written change or work orders constitute the entire agreement, and supersedes all prior agreements and understandings between the parties concerning the subject matter of this Contract.

17. Waiver

The failure on the part of either party herein at any time to require the performance by the other party, of any portion of this Contract, shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision, or any other provision. Any waiver by any party herein of any provision hereof, shall not be taken or held to be a waiver of any other provision hereof, or any other breach hereof.

18. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

19. Survival

Any and all representations, conditions and warranties made by Engineer under this Contract are of the essence of this Contract and shall survive the execution, delivery and termination of it, and all statements contained in any document required by the BPUB, whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.

20. Force Majeure

In the event that the BPUB or Engineer shall be prevented from completing performance of its obligations under this Contract by an Act of God, or other occurrence whatsoever, which is beyond the control of the BPUB or Engineer, and the BPUB or Engineer have taken reasonable measures to remove or mitigate such Force Majeure, then the BPUB or Engineer may be excused from any further performance of their respective obligations and undertakings, or said obligations and undertakings shall be reasonably and mutually modified by the parties.

21. Governing Law

This Contract is governed by the laws of the State of Texas and all obligations of the parties under this Contract are performable in Cameron County, Texas.

22. Time for Performance

Engineer's technical and professional services described in Exhibit "A" shall be completed in accordance with the performance schedule as outlined in Exhibit "C," except to the extent timely performance is prevented by Force Majeure.

23. Attorney's Fees

If it is necessary for either party herein to file a cause of action at law or in equity against the other party due to: (a) a breach of this Contract by the other party and/or (b) any intentional and/or negligent act or omission by the other party arising out of this Contract, the non-breaching or non-negligent party shall be entitled to reasonable attorney's fees and costs, and any necessary disbursements, in addition to any other relief to which it is legally entitled.

24. Cumulative Mutual Remedies

In the event of default by a party herein, the other party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

25. State or Federal Laws

This Contract is subject to all applicable federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, State or federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

26. No Third Party Beneficiary

The parties are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the parties hereto.

27. Dispute Resolution

In the event a dispute arises between the parties to this Contract, then as a condition precedent to any legal action by either party, the parties shall first refer the dispute to upper management for good faith negotiations for ten (10) calendar days, and if not resolved, then the parties agree to participate in at least one session of mediation, as needed, in an effort to resolve the dispute. The parties agree to split the mediator's fees equally, but each party shall bear their own legal fees for the mediation. The mediation shall be administered by a mutually agreeable mediation service and shall be held in Cameron County, Texas, unless BPUB agrees to another location.

EXECUTED in duplicate originals on this ____ day of _____, 20____.

CONSULTANT

By: _____

Name: _____

Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by
_____, _____ of
_____, a _____ on behalf of said
_____.

Notary Public, State of _____

EXECUTED in duplicate originals on this ____ day of _____, 20__.

CITY OF BROWNSVILLE PUBLIC UTILITIES BOARD

ATTEST:

_____, Secretary

By: _____
Name: John S. Bruciak, P.E.
Title: General Manager and CEO

THE STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on the ____ day of _____, 20__, by JOHN S. BRUCIAK, P. E., General Manager and CEO of the CITY OF BROWNSVILLE PUBLIC UTILITIES BOARD.

Notary Public, State of Texas

EXHIBIT “A”

**SCOPE OF SERVICES FOR THE
BROWNSVILLE (ADD PROJECT NAME) PROJECT**

(Add Scope)

EXHIBIT “B”

COMPENSATION FOR ENGINEERING SERVICES ON THE (ADD PROJECT NAME) PROJECT

BPUB shall pay Engineer for reimbursable services directly related to the Project. Reimbursable services include labor and reimbursable expenses attributed to the performance of the scope of services identified in the Contract and the Exhibits, attachments and any supplemental amendments to the Contract.

Payment for labor shall be at the hourly billing rates for each labor classification identified in Attachment 1 to this Exhibit “B”. Payment for reimbursable direct expenses shall be at the actual cost to the Engineer for the expenses incurred.

The maximum compensation for all services, including labor overhead and reimbursable expenses, shall not exceed the amount in the Contract and the Exhibits, attachments and any authorized supplemental amendments to the Contract. The maximum not-to-exceed compensation under this authorization is \$(Add Amount).

The Project is divided into multiple tasks and phases as indicated in Exhibit “A.”

ATTACHMENT 1

BILLING RATES BY EMPLOYEE CLASSIFICATIONS

Attachment 1 to Exhibit “B”

(Add Rates)

KEY PERSONNEL:

Engineer proposes to perform the services described above through the (Add City) Office of (Add Consultant Company Name). (Add Name/Title), P.E., Project Manager/Engineering Manager, will establish Project requirements, determine internal policy matters, ensure satisfactory completion of the work, and be directly responsible for the Project. The Project Manager shall not be removed from the Project assignment without the written approval of the BPUB.

Additional Key Personnel listed below shall not be removed from the Project assignment without the written approval of the BPUB: N/A or insert names

ATTACHMENT 2
ENGINEERING FEE SUMMARY

Attachment 2 to Exhibit “B”

Engineer proposes to perform all work described in Exhibit “A”, Scope of Services, Tasks 1 through Task 3 for a not-to-exceed fee of \$(Add Amount). Invoices will be submitted monthly. Should the work be completed for less than the projected amount, BPUB will only be billed for actual work completed. Costs for trips to Brownsville, Texas covering the Project meeting(s) and attendance at BPUB is included in the projected fee. If additional meetings and/or services are authorized by BPUB beyond those described above, BPUB will be billed based on then current standard hourly rates for personnel involved in the Project. Engineer is willing to adjust the proposed scope and not-to-exceed fee to best meet the specific needs of BPUB. Details pertaining to the development of the not-to-exceed fee are as follows:

Labor and Indirect Charges

\$

Direct Expenses (at cost)

\$

Total Estimated Costs

\$

ATTACHMENT 3
DEVELOPMENT OF ENGINEERING FEES
BY PROJECT PHASE

Attachment 3 to Exhibit “B”

(Add fee schedule)

EXHIBIT “C”

PROPOSED SCHEDULE FOR ENGINEERING SERVICES ON THE (ADD PROJECT NAME)

Engineer understands that the Project Scope of Services outlined herein should be completed within (Add period of time). Engineer proposes to initiate the Project by (Add date), subject to BPUB’s written authorization to proceed. It is understood that Engineer’s ability to complete the tasks within the established time frame is dependent, in large part, on the receipt of any existing, available, and necessary data from BPUB at the beginning of the Project, and BPUB’s timely response with review comments and input.

**SECTION 11
REQUIRED FORMS
FORMS CHECKLIST**

The following documents are to be submitted as a part of the Bid/RFP/RFQ document

NAME	FORM DESCRIPTION	SUBMITTED WITH BID	
		YES	NO
Required Forms (if applicable)	Acknowledgement Form	<input type="checkbox"/>	<input type="checkbox"/>
	Debarment Certificate	<input type="checkbox"/>	<input type="checkbox"/>
	Ethic Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Conflict of Interest Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Direct Deposit Form (Will be provided to awarded vendor)	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification Form	<input type="checkbox"/>	<input type="checkbox"/>
	House Bill 89 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Senate Bill 252 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Byrd Anti-Lobbying Certification Form	<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions (if applicable)	Bid Schedule/Cost sheet completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
	Cashier Check or Bid Bond of 5% of Total Amount of Bid	<input type="checkbox"/>	<input type="checkbox"/>
	OSHA 300 Log	<input type="checkbox"/>	<input type="checkbox"/>
	Contractor Pre-Bid Disclosure completed, signed and notarized	<input type="checkbox"/>	<input type="checkbox"/>
	Sub-Contractor Pre-Bid Disclosure completed, signed, and notarized	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
References	Complete the Previous Customer Reference Worksheet for each reference provided	<input type="checkbox"/>	<input type="checkbox"/>
Addenda		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

ETHICS STATEMENT
(Complete and Return this form with Response)

The undersigned firm, by signing and executing this RFQ, certifies and represents to the Brownsville Public Utilities Board that firm has not offered, conferred or agreed to confer any pecuniary benefit, as defined by (1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to this RFQ; the firm also certifies and represents that the firm has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this RFQ, the firm certifies and represents that firm has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Brownsville Public Utilities Board concerning this RFQ on the basis of any consideration not authorized by law; the firm also certifies and represents that firm has not received any information not available to other firms so as to give the undersigned a preferential advantage with respect to this RFQ; the firm further certifies and represents that firm has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that firm will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Brownsville Public Utilities Board in return for the person having exercised their person's official discretion, power or duty with respect to this RFQ; the firm certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the Brownsville Public Utilities Board in connection with information regarding this RFQ, the submission of this RFQ, the award of this RFQ or the performance, delivery or sale pursuant to this RFQ.

THE FIRM SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BROWNSVILLE PUBLIC UTILITIES BOARD, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF FIRM OR ANY AGENT OR EMPLOYEE OF FIRM IN THE EXECUTION OR PERFORMANCE OF THIS RFQ.

I have read all of the specifications and general RFQ requirements and do hereby certify that all items submitted meet specifications.

COMPANY: _____

AGENT NAME: _____

AGENT SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

TELEPHONE: _____ TELEFAX: _____

FEDERAL ID#: _____ AND/OR SOCIAL SECURITY #: _____

NOTE: QUESTIONS AND CONCERNS FROM PROSPECTIVE CONTRACTORS SHOULD BE RAISED WITH OWNER AND ITS CONSULTANT (IF APPLICABLE) AND RESOLVED IF POSSIBLE, PRIOR TO THE RFQ SUBMITTAL DATE. ANY LISTED DEVIATIONS IN A FINALLY SUBMITTED RFQ MAY ALLOW THE OWNER TO REJECT A RFQ

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (Complete and Return this form with Response)

Name of Entity: _____

The prospective participant certifies to the best of their knowledge and belief that they and their principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency:

Have not within a three year period preceding this RFP been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

Have not within a three year period preceding this application/RFP had one or more public professional service contract transactions (Federal, State, Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this RFP or termination of any award. In addition, under 18 USC Section 1001, a false statement may result in a fine up to a \$10,000.00 or imprisonment for up to five (5) years, or both.

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY & SUBMITTED WITH BID RESPONSE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES-FORM 1295

Special message: Please read the Special Notification regarding HB 1295 effective January 1, 2016, implemented by the Texas Ethics Commission, which requires business entities to provide a completed Form 1295 to Brownsville PUB with signed contracts in order to execute them.

In 2015, the Texas Legislature adopted House Bill 1295. 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 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.

To implement the law, the Texas Ethics Commission (TEC) adopted new rules necessary to 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 as part of Chapter 46 of the Texas Administrative Code on November 30, 2015.

On January 1, 2016, TEC made a new filing application available on their website for business entities to use to both create and file Form 1295. Business entities will enter the required information on Form 1295 within the application and print a copy of the completed form, which will include a certification of filing with a unique certification number. An authorized agent of the business entity will need to sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be included with the signed contract to the governmental body or state agency in order for the governmental body to execute the contract.

Brownsville PUB will then notify the commission, using TEC's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract.

TEC will then post the business entity's completed Form 1295 to its website within seven (7) business days after receiving notice from Brownsville PUB acknowledging that it was received.

To obtain additional information on HB 1295, to learn more about TEC's process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following link: https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm

NOTE: IF AWARDED THIS CONTRACT, FORM 1295 WILL BE SUBMITTED AT THE TIME THE SIGNED CONTRACT IS SUBMITTED TO BPUB. ___ YES ___ NO

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

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

ADD ADDITIONAL PAGES AS NECESSARY

BROWNSVILLE PUBLIC UTILITIES BOARD
RESIDENCE CERTIFICATION

In accordance with Art. 601g, as passed by the 1985 Texas Legislature, the following will apply. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(1) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(2) "Texas resident bidder " means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b)

The state or governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____(Company Name) is a **resident Texas bidder** as defined in Art. 601g.

Signature: _____

Print Name: _____

I certify that _____(Company Name) is a **nonresident bidder** as defined in Art. 601g. and our principal place of business is:

(City and State)

Signature: _____

Print Name: _____

Organization Name
House Bill 89 Verification

I, _____ (Person name), the undersigned representative
of (Company or Business name) _____

_____ (hereafter referred to as
company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the
undersigned notary, do hereby depose and verify under oath that the company named- above, under
the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract providing that:
 - (1) "company" does not include a sole proprietorship; and
 - (2) the law applies only to a contract that:
 - (a) is between a governmental entity and a company with 10 or more full-time employees; and
 - (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds or the governmental entity

Pursuant to Section 2270.001, Texas Government Code:

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; and

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

DATE SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me
being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL _____

NOTARY SIGNATURE _____

Date

Form **W-8BEN-E**

(Rev. July 2017)
Department of the Treasury
Internal Revenue Service

**Certificate of Status of Beneficial Owner for
United States Tax Withholding and Reporting (Entities)**

▶ For use by entities. Individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code.
▶ Go to www.irs.gov/FormW8BENE for instructions and the latest information.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form for:

- U.S. entity or U.S. citizen or resident W-9
- A foreign individual W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the U.S. (unless claiming treaty benefits) W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) W-8ECI or W-8EXP
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) W-8IMY

Instead use Form:

Part I Identification of Beneficial Owner

1 Name of organization that is the beneficial owner	2 Country of incorporation or organization
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3 Name of disregarded entity receiving the payment (if applicable, see instructions)

4 Chapter 3 Status (entity type) (Must check one box only):

<input type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Partnership
<input type="checkbox"/> Simple trust	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Complex trust
<input type="checkbox"/> Estate	<input type="checkbox"/> Government	<input type="checkbox"/> Central Bank of Issue
<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Private foundation	<input type="checkbox"/> International organization

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes" complete Part III. Yes No

5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)

<input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions. <input type="checkbox"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. <input type="checkbox"/> Owner-documented FFI. Complete Part X. <input type="checkbox"/> Restricted distributor. Complete Part XI.	<input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. <input type="checkbox"/> Territory financial institution. Complete Part XVII. <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. <input type="checkbox"/> 501(c) organization. Complete Part XXI. <input type="checkbox"/> Nonprofit organization. Complete Part XXII. <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV. <input type="checkbox"/> Active NFFE. Complete Part XXV. <input type="checkbox"/> Passive NFFE. Complete Part XXVI. <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII. <input type="checkbox"/> Direct reporting NFFE. <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII. <input type="checkbox"/> Account that is not a financial account.
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6 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.	Country
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7 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.	Country
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8 U.S. taxpayer identification number (TIN), if required	9a GIIN	b Foreign TIN
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10 Reference number(s) (see instructions)

Note: Please complete remainder of the form including signing the form in Part XXX.

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 59689N

Form **W-8BEN-E** (Rev. 7-2017)