



AND

**REQUEST FOR PROPOSALS
P012-23**

The Brownsville Public Utilities Board (BPUB) is requesting Competitive Sealed Proposals (hereon styled "RFP") for **Substation Power Transformer Field Service to Remove, Dispose, & Retro-fill Corrosive Oil**. BPUB's Purchasing Office located at 1155 FM 511, Olmito, Texas 78575, will accept RFP's from qualified firms/contractor **until 5:00 PM, January 11, 2023**. **RFPs received after this time will not be considered.**

RFP's will be acknowledged by BPUB on January 12, 2023 at 11:00 AM (CST). Firms are invited to attend the opening via conference call at (956) 214-6020 to listen to the proposal acknowledgement.

BPUB RFP documents may be obtained from the BPUB website at https://www.brownsville-pub.com/rfp_status/open/.

Please mark on the **outside of the envelope and on any carrier's envelope**: "**Sealed Proposal for P012-23 SUBSTATION POWER TRANSFORMER FIELD SERVICE TO REMOVE, DISPOSE, & REPLACE CORROSIVE OIL, JANUARY 11, 2023, 5:00 PM**", c/o Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, Texas 78575. Site visits will be held on December 12, 2022 at 10:00 AM, beginning at the Price Road Substation, 2635 Price Road, Brownsville, Texas.

Each proposal shall be accompanied by a Certified or Cashier's check payable to the order of the Public Utilities Board, City of Brownsville, Texas for a sum not less than five (5%) percent of the total amount bid. In lieu of a check, a Bid Bond may be submitted in an amount not less than five (5%) percent of the total amount bid with a Corporate Surety licensed to do business in the State of Texas, conditioned that the BIDDER will pay the BPUB, as mutually agreed to liquidated damages, and not as a penalty, the amount specified in the Bond unless he enters into a contract in accordance with the bid. If the BIDDER fails to execute the contract and to furnish satisfactory Performance and Payment Bonds and Insurance Certificates within ten (10) days from the date on which they are notified that their Bid has been accepted, the amount of the check or bid bond shall be forfeited to the BPUB as mutually agreed to liquidated damages, and not as a penalty. **No proposal will be considered if the Bid Security is not submitted.**

The BPUB will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed proposal package to the BPUB Purchasing Office by the given RFP deadline above. **Electronic transmission or facsimile of RFP will not be acceptable.**

BPUB 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 BPUB.

Diane Solitaire

Materials/Warehouse Manager
Brownsville Public Utilities Board
(956) 983-6366 - Phone

INSTRUCTIONS TO PROPOSERS
Please submit this page upon receipt.
ACKNOWLEDGEMENT FORM

**P012-23 Substation Power Transformer Field Service to Remove, Dispose, & Retro-fill
Corrosive Oil**

For any clarifications, please contact Hugo E. Lopez at the Brownsville Public Utilities Board, Purchasing Department at (956) 983-6375 or via e-mail at hlopez@brownsville-pub.com.

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

Check one:

☐ **Yes, I will be able to send a RFP; obtained RFP package from website.**

☐ **Yes, I will be able to send a RFP; please email the RFP package.**

Email: _____

☐ **Yes, I will be able to send a RFP; please mail the RFP package using the carrier & account number listed below:**

Carrier: _____

Account: _____

☐ **No, I will not be able to send a RFP for the following reason:**

If you are unable to send your proposal, kindly indicate your reason for “No response” above and return this form **via email to hlopez@brownsville-pub.com or to dsolitaire@brownsville-pub.com**. This will ensure you remain active 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 NUMBER LISTED ABOVE

REQUEST FOR PROPOSAL

Substation Power Transformer Field Service to Remove, Dispose & Retro-fill Corrosive Oil

GENERAL BACKGROUND

The BPUB, located in Cameron County on the Rio Grande approximately 23 miles from the Gulf of Mexico, is a home rule city organized and existing under the laws of the state of Texas, including the City's Charter, as amended (the "charter"). The City owns and operates a combined electric, water, and wastewater utilities system (collectively, the "system") serving the City and certain areas outside the city. The City's authority with regard to public utility ownership and services is generally exercised through the Brownsville Public Utilities Board (the "Board"). The Board, created and established by Article VI of the Charter as a separate and distinct agency of the city, has authority to control, manage, and operate the system and to expand and apply System revenues, subject to certain limitations. The BPUB executive administration includes a general manager/chief executive officer, one assistant general manager/chief operating officer and a chief financial officer responsible for specific divisions. The BPUB employs approximately 585 employees. The Board's fiscal year is the 12-month period ended September 30th of each year and is referred to herein as the "fiscal year."

PURPOSE

Brownsville Public Utilities Board ("BPUB," "The Utility") is soliciting proposals from qualified contractor to provide Substation Power Transformer Field Service located at different substations in the City of Brownsville, TX. The Contractor shall carefully inspect areas listed in the Scope of Service, page 42-44.

SCOPE OF SERVICES

BPUB will contract with a Firm/Contractor to provide services that will include, but not be limited to, the scope as described in page 42-44. This section describes the necessary work to remove, dispose, and Retro-fill corrosive oil from the substation power transformers. Also, Contractor must perform a site visit to better assess the "work area".

MINIMUM QUALIFICATIONS

Proposals shall be accepted only from Contractor who meet the following minimum requirements:

1. Provide description of the Respondent's qualifications and experience and that of key personnel assigned to this account.
2. If the proposal is from an Engineering Firm, a copy of the firm's Professional Engineer license, including staff engineers, performing work on this project.
3. A minimum of three (3) similar projects completed by the Firm.

4. A detailed reference list should be provided which documents a minimum of a five-year history of the firm on this type of service. The list must include dates contracts were secured, name of primary contact person, and general description of all services provided.

INSTRUCTIONS TO RFP RESPONDENTS

Contractor must submit a signed one (1) electronic copy (USB) and one (1) original paper copy of the entire proposal package in a sealed package. Proposals shall be submitted to the BPUB Purchasing Office, 1155 FM 511, Olmito, Texas, no later than **5:00 PM on January 11, 2022.**

Sealed envelope must be clearly labeled as follows:

**Brownsville Public Utilities Board
Attention: Diane Solitaire
1155 FM 511
Olmito, TX 78575**

“P012-23 Substation Power Transformer Field Service to Remove, Dispose, & Retro-fill Corrosive Oil”

CONTRACT WITH CONTRACTOR/ENTITY INDEBTED TO BPUB

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.

CONTRACTOR REPRESENTATIVE

The successful Contractor agrees to send a personal representative with binding authority for the company to the BPUB upon request to make adjustments and/or assist with coordination of all transactions as needed.

VENDOR ACH (DIRECT DEPOSIT) SERVICES

The Brownsville PUB has implemented a payment service for vendors by depositing the payment directly to the vendor's bank account. Successful vendor(s) will be required to receive payments directly through Automated Clearing House (ACH) in lieu of a paper check. **The awarded vendor must agree to receive payments via ACH (Direct Deposit).**

TAX IDENTIFICATION NUMBER (TIN)

In accordance with IRS Publication 1220, a W9 form, or a W8 form in cases of a foreign vendor, will be required of all vendors doing business with the Brownsville PUB. If a W9 or W8 form is not made available to Brownsville PUB, the first payment will be subject to income tax withholding at a rate depending on the U.S. status and the source of income as per IRS Publication 1220. **The W9 or W8 form must be included with proposal response.** Attached are sample forms.

TAXES

The BPUB is exempt from Federal Excise Tax, State Sales Tax and Local taxes. Do not include tax in the proposal. If it is determined that tax was included in the proposal, it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.

ESCALATION/DE-ESCALATION

Proposal prices shall remain firm for a period of six (6) weeks from the due date. At the end of the six (6) weeks or award date, proposal prices may be adjusted up or down accordingly to documented changes in the price of core steel, copper, aluminum, mild steel, stainless steel, oil, and labor. It is the responsibility of the awarded firm/contractor to fully document the changes and satisfy Brownsville PUB as to the amount of the change. Price shall remain firm after price adjustment, if applicable.

If the change in price is 1% or less (up or down), no changes shall be made in the bid price. In the event an awarded firm/contractor and Brownsville PUB cannot agree on the amount of the change, Brownsville PUB may elect to terminate the contract.

SIGNING OF PROPOSAL

Failure to sign proposal will disqualify it. Person signing proposal should show title or authority to bind their firm to a contract.

EEOC GUIDELINES

During the performance of this contract, the Firm agrees not to discriminate against any employee or applicant for employment because of race, national origin, age, religion, gender, marital or veteran status or physically challenging condition.

LIVING WAGE STATEMENT

On April 16, 2007, the BPUB Board of Directors approved a local “living wage” policy that requires all Firm/Contractor performing 100% Non-Federally funded Work for the BPUB to pay not less than a minimum wage rate of \$8.00/hour. The BPUB-requires that all Firm/Contractor comply with this policy.

CONTRACT AND TERM

The Substation Power Transformer Field Service to Remove, Dispose, & Retro-fill Corrosive Oil will be performed in Brownsville, Texas. A technical and personal services contract for the services will be placed into effect after evaluation and final approval by BPUB Board of Directors.

BROWNSVILLE PUB RIGHTS

1. If only one or no proposal is received by “submission date”, the BPUB has the right to reject, re-advertise, accept and/or extend the proposal by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all proposals and to make award as they may appear to be advantageous to the Brownsville Public Utilities Board.
3. The right to hold proposal for up to 6 weeks from submission date without action, and to waive all formalities in proposal.
4. The right to extend the total proposal beyond the original 6 weeks period prior to an award, if agreed upon in writing by all parties (BPUB and Firm/contractor) and if proposer/Firm holds original proposal prices firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within thirty (30) calendar days written notice; for cause: upon default by the Firm/contractor, for delay or non-performance by the Firm/contractor; or if it is deemed in the best interest of the BPUB for BPUB’s convenience.
6. The right to increase or decrease services. In proposal, stipulate whether an increase or decrease in services will affect proposal price.

CORRECTIONS

Any interpretation, correction, or change to the RFP will be made by ADDENDUM. Changes or corrections will be issued by the BPUB Purchasing Department. **Addenda will be emailed to all who have returned the Proposal Acknowledgement form.** Addenda will be issued as expeditiously as possible. It is the responsibility of the Contractor to determine whether all addenda have been received. It will be the responsibility of all respondents to contact the BPUB prior to submitting a response to the RFP to ascertain if any addenda have been issued, and to obtain any all addenda, execute them, and return addenda with the response to the RFP. Addenda may also be posted on the BPUB website.

PROJECTED PROJECT TIMELINE

The BPUB has established the following timeline relating to the selection process. Dates are estimates only and are subject to change.

RFP Advertised	December 4 and 11, 2022
Site Visits	December 12, 2022 at 10:00 AM at Price Road Substation- 2635 Price Road, Brownsville, TX 78521
Last day to submit questions:	January 6, 2023
Proposals due:	January 11, 2023 by 5:00 PM
Bid Opening:	January 12, 2023 at 11:00 AM
Proposals evaluated:	January 13-27, 2023
Board approval of contract award:	February 13, 2023

REFERENCE CHECKS

The BPUB will contact prospective contractor's references by email or telephone. Provide company name, address, email address, telephone number and contact name for three (3) references. Complete the attached "Previous Customer Reference Worksheet," Page 39, for each reference provided.

RFP IS NOT A BASIS FOR OBLIGATIONS

This request for competitive sealed proposals does not constitute an offer to contract and does not commit the BPUB to the award of a contract to anyone or to pay any costs incurred in the preparation and submission of proposals. The BPUB reserves the right to reject any or all proposals that do not conform to the requirements stated in this document. The BPUB also reserves the right to cancel all or part of this request for proposals for any reason determined by the BPUB to be in the best interest of the rate payers.

RIGHTS TO SUBMITTED MATERIALS

All proposals and material submitted to the BPUB by a contractor, in response to this RFP, shall become the property of the BPUB after the proposal submission deadline. The BPUB's return of the proposals/material will be subject to the requirements of the laws of the State of Texas.

UNAUTHORIZED COMMUNICATIONS

After release of this solicitation, Proposer's contact regarding this RFP with members of the RFP evaluation, interview or selection panels, and employees of the BPUB or officials of the BPUB other than the Purchasing Manager or Purchasing Staff is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposer shall have any contact or discussion, verbal or written, with any members of the BPUB Board of Directors, members of the RFP evaluation, interview, or selection panels, BPUB staff, or directly or indirectly through others, seek to influence any BPUB Board member, BPUB staff regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposer violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposer being disqualified from the procurement process.

INSPECTION OF SITE

Each CONTRACTOR shall visit the Project site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facility involved, the difficulties and restrictions attending the performance of the Contract. The CONTRACTOR shall thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument, or to visit the Project site and acquaint himself with the conditions there existing and the OWNER will be justified in rejecting any claim for extra time, or compensation, or both, based on facts regarding which Contractor should have been on

notice as a result of such a diligent Project site visitation. Visits to the Project site shall be arranged by calling **Arnulfo Mejia, with the Substation Department at telephone no. (956) 983-6327.**

SUBCONTRACTS

The CONTRACTOR is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the OWNER, and that a Pre-Bid Disclosure Statement for each proposed subcontractor must also be submitted with the proposal documents.

PERFORMANCE AND PAYMENT BONDS

For a Contract in excess of \$100,000.00, a Performance Bond shall be executed in the full amount of the Contract conditioned upon the faithful performance of the Work in accordance with the Plans, Specifications and Contract Documents. Said Bond shall be solely for the protection of the OWNER.

For a Contract in excess of \$50,000.00, a Payment Bond shall be executed in the full amount of the Contract, solely for the primary protection of all proper claimants against the surety for payment in supplying labor and material in the prosecution of the Work provided for in the Contract, for the use of each such claimant timely perfecting a proper claim against surety.

5.1 CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance of the Work and payment of all CONTRACTOR's labor, materials and supply obligations under the Contract Documents. **These bonds shall remain in effect at least until one year after the date when final payment becomes due,** except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish any such other Bonds as may be required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are authorized to do business in the State of Texas. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act on behalf of the surety.

5.2 If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent, or its right to do business is terminated in Texas or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within five (5) calendar days thereafter substitute another Bond or surety, both of which must be acceptable to OWNER.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful CONTRACTOR, upon his failure or refusal to execute and deliver the Contract, Bonds and insurance certificates required within ten (10) calendar days after he has received notice of the acceptance of his proposal, shall forfeit to the OWNER, as mutually agreed to liquidated damages (and not as a penalty) for such failure or refusal, the security provided in the bid bond or otherwise deposited with his proposal.

GUARANTEE

The CONTRACTOR shall warranty and guarantee the Work, equipment and materials for a period of at least one (1) year after date of final acceptance in writing by the OWNER. During this period, the CONTRACTOR shall make any repairs and/or replacements of defective equipment and materials and corrections of Work due to poor workmanship, all as may be required for full compliance with the General Conditions, Plans and Specifications. This combined workmanship quality guarantee, and minimal equipment and materials warranty, shall apply to all matters reported by the OWNER in writing within said one (1) year period and this post-construction guarantee/warranty period shall be included in the coverage period set forth in the Performance Bond.

INSURANCE

Brownsville PUB, in its sole discretion, may require at Bidder's expense certain insurance guaranteeing performance and payment of the services to be provided hereunder and may require at Bidder's expense to maintain in force certain types of insurance during the time services are being performed and to name Brownsville PUB together with their board members and employees as additional insureds on all required insurance policies except worker's compensation. Insurance must be underwritten by companies acceptable to Brownsville PUB and authorized to do business in the State of Texas. Insurance Certificate(s) shall provide for 30 days advance notice to Brownsville PUB of any policy cancellation. True and correct copies must be filed with Brownsville PUB prior to the commencement of performing service hereunder.

- Bidder shall carry insurance in the following amounts:
 1. Comprehensive General Liability
 - a. Bodily Injury \$1,000,000 each occurrence
 - b. Property Damage \$1,000,000 each occurrence
 2. Personal Injury Coverage \$1,000,000
 3. Worker's Compensation As required by Law
 4. Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles)
 - a. Bodily Injury \$50,000 each person, \$500,000 combined single limit each occurrence
 - b. Property Damage \$1,000,000 each occurrence

All insurance in the above amounts shall name both Bidder and Brownsville PUB as insured.

Certificates showing that Bidder has and continues to protect itself and Brownsville PUB by means of such insurance shall be provided to the Brownsville PUB upon request at any time during contract period.

PROPOSAL INFORMATION

All proposal envelopes shall contain one (1) electronic copy (USB) and one (1) original paper copy. The original proposals will be opened and only the Contractor's name read aloud at the BPUB Purchasing Office located at 1155 FM 511, Olmito, Texas. All proposals will be managed by BPUB in a manner that avoids disclosure of the contents to competing contractor and keeps the proposals confidential during any negotiations. All proposals will be open for public inspection as stated in the public information act, after the contract is awarded; however, trade secrets and confidential commercial or financial information in the proposals specifically identified by the contractor will not be open for public inspection. Accordingly, all pages in the proposal that the Contractor considers to be proprietary and confidential should be appropriately marked.

Direct any questions to Diane Solitaire, Purchasing Department, by phone at (956) 983-6366 or (956) 983-6375 or by email at dsolitaire@brownsville-pub.com or to hlopez@brownsville-pub.com.

Candidates must guarantee their Original Proposal or subsequently clarified proposal for at least six (6) weeks from the Original Proposal opening date. To obtain the best and final offers, the BPUB may require written clarifications and explanations of Contractor proposals after Original Proposal submissions when certain candidates have been selected for interviews. The BPUB will not be liable for any of the Contractor's costs or expenses incurred in preparation or presentation of the Proposal(s). The BPUB also reserves the right to conduct a pre-award survey, or to require other evidence of technical, production, managerial, financial, or other abilities prior to the award of the contract.

The BPUB will follow Texas Local Government Code procurement procedures found at: Sections 252.021(b)(c); 252.041(b); 252.042; 252.043(h); 252.049(b).

To ensure that the award is made to the Contractor whose proposal best meets the needs of the BPUB, discussion may be conducted with the top three (3) rated Contractor at BPUB's discretion. After the meeting(s), five (5) working days will be allowed for the Contractor to submit all requested additional information and explanations in writing, which shall be deemed a part of their final offer. The Contractor shall submit with such clarifications and explanations any revised projected schedule. The Contractor shall be treated fairly and equally with respect to any and all opportunities for discussion, clarification, and explanation of proposals.

PROPOSAL SUBMISSION REQUIREMENTS

- a. It is the proposing Contractor's responsibility to provide all required information, including required attachments. No information beyond that specifically requested is required, and proposing Contractor are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Unless otherwise indicated, a proposal that does not provide all of the information requested below may be rejected.
- b. The proposals must follow all formats and address all portions of the RFP set forth herein providing all information requested.

- c. To this end, the proposing Contractor shall complete and/or submit the following documents as part of the sealed proposal package presented in the following format and order:

(1) All proposals must be:

- (a) Clearly legible;
- (b) Sequentially page-numbered;
- (c) Organized in the sequence outlined following the Table of Contents as listed in the RFP proposal format;
- (d) Correctly identified with the RFP number and submittal deadline; responsive to all RFP requirements;
- (e) Typed on 8½ by 11 paper;
- (f) In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs, and appendices;
- (g) Bound; (no ring binders)
- (h) Submitted as one (1) electronic copy (USB) and one (1) original paper copy (entire document). Proposals may not include materials or pamphlets not specifically requested in this RFP.

(2) Proposal Format

- (a) The proposals must be structured, presented, and labeled in the following manner:

Tab 1 – Table of Contents

Tab 2 – Project Work Plan

Tab 3 – Key Personnel

Tab 4 – Background and Experience

Tab 5 – Price (page 15)

Tab 6 – Certifications and Other Required Forms

- d. Failure to follow the specified format, label the responses correctly, or address all of the subsections may, at the BPUB's sole discretion, result in the rejection of the Proposal. Proposals should not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to the appropriate place within the body of the Proposal. The Proposal pages shall be numbered, and each section (tab) labeled.

e. Format and Content

Proposals must be organized as follows:

TAB 1: TABLE OF CONTENTS – Identify each major section (tab), all pages are to be numbered.

TAB 2: PROJECT WORK PLAN –

- (a) Provide the legal entity name for the Firm. Provide the proposal contact name, phone number, email address and physical address(s) from which proposing Firm operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

- (b) Describe the Contractor's proposed processes for providing all components included in the scope of services.
- (c) Provide a schedule for completion of the required work including major milestones.
- (d) Provide any data or effort required from the BPUB in order for the scope of services to be achieved successfully.

TAB 3: KEY PERSONNEL AND SUBCONTRACTORS –

- (a) Provide a project staff chart clearly identifying the project manager and key personnel associated with conducting the required Scope of Services.
- (b) Key Personnel- Provide resumes/profiles of the project manager and key personnel associated with conducting the required Scope of Services. Contractor must ensure that staff has all required licenses, certifications, and training appropriate for such persons' role and function within the Contractor. Include information for the individual responsible for overall management and performance under the contract, the individual primarily responsible for the order fulfillment function of the scope of work, and the individual primarily responsible for the direct support function of the proposing Contractor.

TAB 4: BACKGROUND AND EXPERIENCE -

- (a) Provide at least three (3) references within the past two (2) years of completed projects which best illustrate the experience of the Contractor.
- (b) The following information must be included for each reference: entity name, client contact information (name, title, phone and email), scope of work performed, and identified. BPUB reserves the right to contact references, current or former clients to validate background and experience.
- (c) The contractor shall submit any environmental compliance violations (DSHS, EPA, TCEQ) in the past 5 years.

TAB 5: PRICE -

- (a) Complete both the summary-level BPUB Proposal Cost Sheet provided herein, as well as the detailed pricing sheet, by providing your best proposed prices. Pricing shall be inclusive of all materials, travel and expenses required to complete the scope of work described here in.

TAB 6: CERTIFICATIONS AND OTHER REQUIRED FORMS - Complete, sign, and submit all certifications and other required forms as listed below and place behind this TAB:

- (a) Proposal Acknowledgement Form (submit this page upon receipt, can include copy in the Proposal). Any modifications or alterations to this form shall not be accepted.
- (b) Ethics Statement
- (c) Conflict of Interest Questionnaire
- (d) W9 or W8-BEN
- (e) Insurance Requirements – General Liability, Automobile Liability, and Workers Compensation. See requirements on page 10.
- (f) Certified Statement - Certified statement that the Firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or Local agency. This form must be submitted in order to be considered. (Page 35)

EVALUATION PROCEDURE AND CRITERIA

All proposals must be completed and convey all of the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the Brownsville PUB alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award. Only the information provided with the proposal, subsequent discussions and clarifications provided in writing, and the proposer's written Best and Final Offer, is used in the evaluation process and award determination. Only these criteria will be considered on the award determination.

A BPUB committee will review the proposals submitted in response to this request and will make recommendations. The BPUB committee will review all proposals in light of the following major evaluation criteria with corresponding weights.

Evaluation Criteria	Possible Points
Work Plan demonstrating ability to provide scope of services	20
Ability to Meet Proposed Schedule	15
Environmental Federal & State Compliance	15
Qualifications and availability of staff	20
References	5
Fee schedule	25
Total Points	100

Please be advised that cost will not be the sole determining factor in the BPUB's selection of a Contractor to provide the services specified in the scope of services in this RFP. The decision to conduct interviews or check references of individual Contractor, all Contractors, or no Contractor is at the sole discretion of the BPUB.

All responses submitted become the property of the BPUB and are subject to the Public Information Act (Texas Government Code Chapter 552). All documentation shall be open for public inspection, except for trade secrets and confidential information so identified by firm as such. All confidential information should be specifically and conspicuously marked as such in red. The BPUB will follow all requirements and procedures in the Public Information Act when responding to requests for disclosure of documents.

**BID SCHEDULE
P012-23**

To: Public Utilities Board, Brownsville, Texas (hereinafter called the "Owner".)

Attention: Diane Solitaire
Purchasing Department
1155 FM 511,
Olmito, TX 78575

1. The undersigned (hereinafter called the "Bidder") hereby proposes to furnish and deliver services for

Substation Power Transformers Field Services to Remove, Dispose, and Retro-fill Corrosive Oil.
(hereinafter called the "Service") described in the Scope of Work attached hereto and made a part hereof for the following prices:

Item	Substation	Qty.	Description	Complete Retro-fill timeframe [days]	Oil Removal Service Cost ⁽¹⁾	Oil Disposal Service Cost ⁽¹⁾	New Oil Fill Service Cost ⁽¹⁾⁽²⁾	Extended Cost ⁽³⁾
1	Price Rd	1	GE-Prolec 138 / 12.47 KV (T1)					
2	Price Rd	1	GE-Prolec 138 / 12.47 KV (T2)					
3	FM 802	1	Kuhlman 138 / 12.47 KV (T2)					
(1) See Scope of Work for total gallons of oil. (2) includes oil passivator (3) includes all items in the Scope of Work				Total Cost Line Items 1-3 =				
OPTIONAL TRANSFORMER FIELD SERVICE BPUB reserves the right to evaluate overall cost and/or award line items as they are advantageous to BPUB								
4	Filter Plant	1	GE-Prolec 138 / 12.47 KV (T1)					
5	Filter Plant	1	GE-Prolec 138 / 12.47 KV (T2)					
6	Midtown	1	GE-Prolec 138 / 12.47 KV (T2)					
7	Power Plant	1	GE-Prolec 13.8/138KV (#10 GSU)					
(1) See Scope of Work for total gallons of oil. (2) includes oil passivator (3) includes all items in the Scope of Work				Total Cost Line Items 4-7 =				

Does the vendor have any comments, clarifications, or exceptions in the Service Contract?

☐ Yes ☐ No. If yes, please provide details in a separate attachment.

Does the vendor have any comments, clarifications, or exceptions in the scope of work?
 ____ Yes ____ No. If yes, please provide details in a separate attachment.

The Owner is exempt from Texas sales tax on materials. The prices quoted shall exclude such sales and use tax.

2. Price of the service set forth herein shall include the cost of removal, disposal, retro-fill, and of the service and materials to Brownsville PUB's respective substation locations.

BPUB Facility	Address
Price Rd Substation	2681 Price Road, Brownsville, TX
FM 802 Substation	1660 FM 802, Brownsville, TX
Filter Plant Substation	1495 Robinhood Dr, Brownsville, TX

BPUB Facility	Address
Midtown Substation	1010 Wildrose Lane, Brownsville, TX
Power Plant Substation	94 West 13th Street, Brownsville, TX

Such service shall be made within _____ days after the receipt of the purchase order of the Purchaser.

3. This Proposal is made pursuant to the provisions of the Notice and Instructions to Respondents and the respondent agrees to the terms and conditions thereof.
4. The Respondent warrants the accuracy of all statements contained in the Proposer's Qualifications, if any shall be submitted, and agrees that the Owner shall rely upon such accuracy as a condition of the Contract in the event that this Proposal is accepted.

Company Name: _____

Authorized Company Representative: _____

Authorized Company Representative: _____

Signature (Failure to sign proposal will disqualify it)

Company Address: _____

Telephone #: _____

Email: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor)

(Address of Contractor)

a _____
(corporation, partnership, or individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the PUBLIC UTILITIES BOARD of the city of Brownsville, Texas hereinafter called OWNER, in liquidated damages (not as a penalty) the sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20__, a copy of which is hereto attached and made a part hereof, for the **Substation Power Transformer Field Service to Remove, Dispose, & Retro-fill Corrosive Oil.**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year post-construction workmanship guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

This bond is subject to and governed by Section 2253.02 of the Texas Government Code (Vernon's Texas Codes Annotated) and Article 7.19-1 of Vernon's Texas Insurance Code and all amendments thereto.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each counterpart of which shall be deemed an original, this the ____ day of _____, 20__.

ATTEST:

(Principal)

(Principal) Secretary

By: _____(s)
(Signature)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

ATTEST:

(Surety)

(Surety) Secretary

By: _____
(Attorney-in-Fact)

(SEAL)

(Witness as to Surety)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be legally authorized by the State Board of Insurance to transact business in the State of Texas.

ATTACH POWER OF ATTORNEY

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor)

_____ (Address of Contractor)
a _____ hereinafter called Principal, and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the PUBLIC UTILITIES BOARD of the City of Brownsville, Texas, hereinafter called OWNER, in liquidated damages (not as a penalty) the sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20__, a copy of which is hereto attached and made a part hereof, for the **Substation Power Transformer Field Service to Remove, Dispose, & Retro-fill Corrosive Oil.**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge any remaining legal right of any beneficiary hereunder, whose timely filed and legally perfected claim may be unsatisfied.

This bond is subject to and governed Section 2253.02 of the Texas Government Code (Vernon's Texas Codes Annotated) and Article 7.19-1 of Vernon's Texas Insurance Code and all amendments thereto.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each counterpart of which shall be deemed an original, this the ____ day of _____, 20__.

ATTEST:

(Principal)

(Principal) Secretary

By: _____ (s)
(Signature)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

ATTEST:

(Surety)

(Surety) Secretary

By: _____
(Attorney-in-Fact)

(SEAL)

(Witness as to Surety)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Contractor Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be legally authorized by the State Board of Insurance to transact business in the State of Texas.

ATTACH POWER OF ATTORNEY

CONTRACTOR'S

PRE-BID DISCLOSURE STATEMENT

All questions must be answered or your bid will be deemed non-responsive and subject to rejection. The data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. This Pre-Bid Disclosure Statement is submitted to the Public Utilities Board by: _____

_____ a Corporation, _____ a Partnership, _____ a Texas Joint Venture, or _____ an Individual. Address: _____ Contractor's #: _____
 _____ City _____ State _____ Zip Code _____

2. Years in business under present business name: _____

3. Years of experience in work of the type called for in this contract as: A General Contractor _____, A Subcontractor _____.

4. What projects has your organization completed? List most recent FIRST.

Contract	Type of Work	Date Completed	Owner's Name and Address	Amount

5. What projects does your organization have under way as of this date?

Contract	Type of Work	Date Completed	Owner's Name and Address	Amount

6. Have you ever failed to complete any work awarded to you?

___ Yes ___ No. If "Yes", state where and why. _____

7. Are you at present in any lawsuits involving work of any type?

☐ Yes ☐ No. If "Yes", explain: _____

8. Explain in detail the manner in which you have inspected the work and jobsites proposed in this contract:

9. Explain in detail your plan or layout for performing the work proposed in this contract:

10. If this contract is awarded to you, your company's office administrative manager for the work will be Mr. (Ms.) _____, and your resident jobsite superintendent will be Mr. (Ms.) _____.

11. What experience in this type of work does the individual designated as resident superintendent above have? _____

12. What portions of the work do you intend to subcontract? _____

13. What equipment do you own or lease that is available for the proposed work?

Quantity	Description, Size Capacity, Etc.	Condition	Years in Service	Present Location

14. Have you received firm offers from any suppliers for all major items of material and/or equipment within the price totals used in preparing your bid?__ Yes __ No

15. Attach resumes for the principal members of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$_____ Bank Reference: _____

Bonding Capacity available: \$_____

The undersigned hereby authorizes and request any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Pre-Bid Disclosure Statement.

The signatory of this questionnaire guarantees the truth and accuracy of all statements herein made and all answers herein expressed.

Dated this ____ day of _____, 20__.

By: _____
Title: _____

STATE OF _____
COUNTY OF _____

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

Notary Public

My commission expires: _____

SUBCONTRACTOR'S PRE-BID DISCLOSURE STATEMENT

All questions must be answered or the Bid of the General Contractor will be deemed non-responsive and subject to rejection. The data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. This Pre-Bid Disclosure Statement is submitted to the Public Utilities Board by: _____

_____ a Corporation, _____ a Partnership, _____ a Texas Joint Venture, or _____ an Individual.

Address: _____ Contractor's #: _____

City _____ State _____ Zip Code _____

2. Years in business under present business name: _____

3. Years of experience in work of the type called for in this contract as: A General Contractor _____, A Subcontractor _____.

4. Have you ever previously worked as subcontractor for this general contractor?
 ___Yes ___No; If yes, list three most recent projects in which your company has served as a subcontractor to this general contractor.

5. What projects has your organization completed? List most recent FIRST.

Contract	Type of Work	Date Completed	Owner's Name and Address	Amount
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6. What projects does your organization have under way as of this date?

Contract	Type of Work	Date Completed	Owner's Name and Address	Amount
----------	--------------	----------------	--------------------------	--------

7. Have you ever failed to complete any work awarded to you?

___ Yes ___ No. If "Yes," state where and why. _____

8. Are you at present in any lawsuits involving work of any type?

___ Yes ___ No. If "Yes", explain: _____

9. Explain in detail the manner in which you have inspected the work and jobsites proposed in this contract:

10. Explain in detail your plan or layout for performing the work proposed in this contract:

11. If this subcontract is awarded to you, your company's office administrative manager for the work will be Mr. (Ms.) _____, and your resident superintendent will be Mr. (Ms.) _____.

12. What experience in this type of work does the individual designated as resident superintendent above have?

13. What portions of the work do you intend to sub-subcontract? _____

14. What equipment do you own or lease that is available for the proposed work?

Quantity	Description, Size Capacity, Etc.	Condition	Years in Service	Present Location

15. Have you received firm offers from suppliers for all major items of material and/or equipment within the price totals used in preparing your subcontract bid?

___ Yes ___ No

16. Attach resumes for the principal members of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$_____ Bank Reference:_____

Bonding Capacity available: \$_____

The undersigned hereby authorizes and request any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Subcontractor Pre-Bid Disclosure Statement.

The signatory of this questionnaire guarantees the truth and accuracy of all statements herein made and all answers herein expressed.

Dated this ____ day of _____, 20__.

By:_____

Title:_____

STATE OF _____

COUNTY OF _____

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

Notary Public

My commission expires: _____

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 the awarded Firm)	<input type="checkbox"/>	<input type="checkbox"/>
	Residence 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"/>
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"/>

Prospective respondents are respectfully reminded to completely read and thoroughly respond to the BPUB Instructions for Respondents and Pre-Bid Disclosure Statement. When BPUB evaluates the Proposals, it reviews indices regarding the prospective contractors' responsibility to perform the project based upon prior job performances for BPUB and other public owners. Additionally, BPUB carefully reviews the prospective contractors' responsiveness to the BPUB Bid Advertisement. Respondents should thoroughly check their submittal for completeness prior to responding to BPUB.

Do not imbalance your Proposal line items to overload portions of the work. Remember to answer all written questions in the Pre-Bid Disclosure Statement and then notarize it when signing. Respondents are often required to submit OSHA 300 Logs from prior job performance records as well. BPUB can, has, and will reject Proposals that fail the responsibility and/or responsiveness standards so as to protect the integrity of the bidding process for all participants. The Bidding community's compliance with these guideline standards will be appreciated by the BPUB.

ETHICS STATEMENT

(COMPLETE AND RETURN WITH PROPOSAL)

The undersigned Respondent, by signing and executing this proposal, certifies and represents to the Brownsville Public Utilities Board that Respondent 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 proposal; the Firm also certifies and represents that they have 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 proposal, the Firm certifies and represents that they have 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 proposal on the basis of any consideration not authorized by law; the Firm also certifies and represents that they have not received any information not available to other Respondents so as to give the undersigned a preferential advantage with respect to this proposal; the Respondent further certifies and represents that they have not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Respondent 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 proposal; the Respondent 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 proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

THE RESPONDENT 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 NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF RESPONDENT IN THE EXECUTION OR PERFORMANCE OF THIS PROPOSAL.

I have read all of the specifications and general proposal 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 #: _____

DEVIATIONS FROM SPECIFICATIONS IF ANY:

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

(PLEASE COMPLETE AND RETURN WITH PROPOSAL)

Name of Entity: _____

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

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three year period preceding this proposal 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;
- c) 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
- d) Have not within a three-year period preceding this application/proposal had one or more public 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 proposal or termination of the 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.

FORM CIQ

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH PROPOSAL 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 <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
1 Name of vendor who has a business relationship with local governmental entity.		
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.)		
3 Name of local government officer about whom the information is being disclosed.		
<div style="border-bottom: 1px solid black; width: 60%; margin: 0 auto;"></div> Name of Officer		
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.		
<div 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? </div> <div style="margin-left: 100px; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div style="margin-left: 40px; margin-top: 10px;"> 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? </div> <div style="margin-left: 100px; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>		
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.		
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).		
7		
<div style="border-bottom: 1px solid black; width: 60%; margin: 0;"></div> Signature of vendor doing business with the governmental entity		<div style="border-bottom: 1px solid black; width: 15%; margin: 0;"></div> Date

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

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.

**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: _____

PREVIOUS CUSTOMER REFERENCE WORKSHEET

Name of Customer:		Customer Contact:
Customer Address:		Customer Phone Number:
		Customer Email:

Name of Company Performing Referenced Work:

What was the Period of Performance?		What was the Final Acceptance Date?
From:		
To:		
Dollar Value of Contract?		What Type of Contract?
\$_____		<input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Time and Material <input type="checkbox"/> Not to Exceed <input type="checkbox"/> Cost Plus Fixed Fee <input type="checkbox"/> Other, Specify: _____

[illegible]

FORM W-9

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																																															
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																																																
	2 Business name/disregarded entity name, if different from above																																																																																
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																																															
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)																																																																															
	6 City, state, and ZIP code																																																																																
7 List account number(s) here (optional)																																																																																	
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																																																	
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																																																	
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General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. <ul style="list-style-type: none">• Form 1099-DIV (dividends, including those from stocks or mutual funds)• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)• Form 1099-S (proceeds from real estate transactions)• Form 1099-K (merchant card and third party network transactions)• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)• Form 1099-C (canceled debt)• Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>																																																																																	

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

41

**SCOPE OF WORK
AND GENERAL REQUIREMENTS**

FOR THE

**Substation Power Transformer Field Service to Remove, Dispose, and Retro-fill Corrosive
Oil**

SCOPE OF SERVICES

Recent oil test results of substation power transformers indicate several transformers tested positive for Corrosive Sulfur in Oil Test. Corrosive Sulfur can cause transformers to prematurely fail. BPUB Substations Department is requesting proposals for **Substation Power Transformer Field Service to Remove, Dispose, and Retro-fill Corrosive Oil**.

The scope of work includes but is not limited to the following:

- Take oil samples for fluid analysis and dissolved gas per ASTM procedures.
- Follow all safety precautions, codes, and regulations; follow all locally approved safety procedures and practices; follow the manufacturer's recommendations for servicing the transformer.
- Remove the corrosive oil from the transformer and associated LTC (if applicable). **The Vendor is responsible for the proper disposal of the corrosive oil.**
- Drain the oil; force oil out by applying positive pressure using dry gas.
- Flush the interior of the unit with warm retro-fill fluid (recommended to use at least 5% of the unit's volume warmed to at least 100°F (40°C)). Flush through the fill plug or bolted access.
- Replace any gaskets if needed.
- Fill the transformer; pull vacuum within the tank's mechanical limits. Recommended for the fluid temperature to be at 50°C minimum, use at least 0.5 µm filters. Limit the base pressure to the tank's rating.
 - Retro-fill the units with Type II naphthenic insulating oil meeting ANSI/ASTM D3487-1979 requirements and add oil Passivator that would retard the attack of corrosive sulfur that stays behind absorbed by the paper insulation in accordance with the manufacturer's instructions.
- Fill the unit to its fluid level. Top with Nitrogen blanket maintaining a positive pressure of not more than 4 psig.
- Verify gaskets and seals are working properly and that there are no leaks.
- Take oil samples for fluid analysis and dissolved gas to establish a new baseline.
 - Moisture in Oil (Karl Fischer) ASTM D-1533B
 - Interfacial Tension ASTM D-971
 - Specific Gravity ASTM D-1298
 - Neutralization number ASTM D-974
 - Color Number ASTM D-1500
 - Visual Examination ASTM D-1524
 - Dielectric Breakdown ASTM D-877
 - Power Factor ASTM D-924
 - Dissolved Gas Analysis ASTM D-3612
 - Oxidation Inhibitor ASTM D-2668

Notes:

1. Respondent must include an outline/procedure of the oil retro filling approach, and a tentative schedule showing the estimated length of time to conduct the complete oil removal/retro filling.
2. Additional costs must be outlined in the cost sheet.
3. BPUB will have designated personnel to disconnect the transformers and install temporary grounds before the vendor arrives at each job site.
4. Respondent will be responsible for any excess products including tank/storage for corrosive and passivator oils.

Below is the Brownsville PUB equipment list including oil quantities.

				Gallons of Oil		
Substation	Description	Manufacturer	Serial #	Tank	Radiators	LTC
FM 802	138 / 12.47 KV (T2)	Kuhlman	322706-02-01	6321	369	280
Price Road	138 / 12.47 KV (T1)	GE-Prolec	G1406-03	5250	205	279
Price Road	138 / 12.47 KV (T2)	Kuhlman	322706-02-2	6321	369	280

SUBSTATION LOCATIONS

Price Road Substation: 2681 Price Road, Brownsville

FM 802 Substation: 1660 FM 802, Brownsville

Optional Power Transformers:

				Gallons of Oil		
Substation	Description	Manufacturer	Serial #	Tank	Radiators	LTC
Power Plant	13.8/138KV (#10 GSU)	GE-Prolec	G-1230-01	6443	407	0
Midtown	138 / 12.47 KV (T2)	GE-Prolec	G1406-01	5250	205	279
Filter Plant	138 / 12.47 KV (T1)	GE-Prolec	G1407-01	6420	205	279
Filter Plant	138 / 12.47 KV (T2)	GE-Prolec	G1406-02	5250	205	279

SUBSTATION LOCATIONS

Power Plant Substation: 94 West 13th Street, Brownsville

Midtown Substation: 1010 Wildrose Lane, Brownsville

Filter Plant Substation: 1495 Robinhood Drive, Brownsville

A Job Safety Analysis (JSA) form is to be completed, executed, and submitted by the Service Provider prior to entering into a contractual agreement with the OWNER. The JSA form will be valid for a period of one (1) month after which an updated JSA form is to be completed, executed and submitted by the SERVICE PROVIDER. The completed JSA form must be included along with other Contract Documents included herein. **ATTACHED IS A SAMPLE FORM.** The original will be provided to successful vendor. Assistance in completing this form is available from Adolfo Vasquez, BPUB Safety Department, at (956) 983-6254.

Contractor JSA Form



JOB SAFETY ANALYSIS FORM

PROJECT NAME: [REDACTED]		DATE: [REDACTED]
PROJECT CONTRACTOR: [REDACTED]	POINT OF CONTACT & TEL #: [REDACTED]	ANALYSIS BY: [REDACTED]
BPUB DEPARTMENT: [REDACTED]	SECTION: [REDACTED]	REVIEWED BY: [REDACTED]
REQUIRED AND/OR RECOMMENDED PERSONAL PROTECTIVE EQUIPMENT: [REDACTED]		APPROVED BY: [REDACTED]
SEQUENCE OF BASIC JOB STEPS <i>Beware of being too detailed; record only the information needed to describe each job action. Rule of thumb, not more than 10 steps/task being evaluated.</i>	POTENTIAL ACCIDENTS OR HAZARDS <i>HAZARD CLASSIFICATION CATEGORIES: Struck By/Against, Caught In/Between, Slip, Trip, or Fall, Overexertion, Ergonomic (Awkward Postures, Excessive Force, Vibration, Repetitive Motion)</i>	RECOMMENDED SAFE JOB PROCEDURE <i>HAZARD CONTROL CATEGORIES: Engineer Out (New Way to Do, Change Physical Conditions or Work Procedures, Adjust/Modify/Replace Work Station Components/Tools, Decrease Performance Frequency), Personal Protective Equipment (PPE), Training, Improve Housekeeping.</i>
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]

• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]

JOB SAFETY ANALYSIS WORKSHEET

Comments:

[REDACTED]

Contractor Representative & Title	Signature	Date
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]



TO: _____

Project Description: P012-23 Substation Power Transformer Field Service to Remove, Dispose, and Retro-fill Corrosive Oil

Dear: _____

The Brownsville PUB has considered the BID submitted by you for the above-described in response to its Legal Notice and Invitation for Proposals dated January 11, 2023 and Instruction to Respondents.

You are hereby notified that your PROPOSAL has been accepted in the amount of \$_____.

You are required by the Instructions to Respondents to execute the attached Agreement and furnish any required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you

In addition to the Bonds and Insurance Certificates, you must complete, execute, and submit a Contractor Job Safety Analysis (JSA) form. The JSA form is required prior to entering into a contractual agreement with the OWNER, and will be valid for a period of 30 days after which you must complete, execute and submit an updated JSA form.

If you fail to execute this Agreement and furnish any required Bonds, Insurance Certificates, or other certifications within ten (10) days from the date of this Notice, Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your PROPOSAL as abandoned, and as a forfeiture of your PROPOSAL SECURITY.

The Brownsville PUB will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this NOTICE OF AWARD to the Brownsville PUB.

Dated this _____ day of _____, 20____.

PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS

By: _____
Name: _____
Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

_____ this ____ day

of _____, 20____.

By: _____

Name: _____

Title: _____



NOTICE TO PROCEED

TO: _____

Contract For: **P012-23 Substation Power Transformer Field Service to Remove, Dispose,
and Retro-fill Corrosive Oil**

You are notified that the Contract Time under the above Contract will commence to run on _____, 20__. By this date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of Substantial Completion prior to final payment is _____, 20__.

Before you may start any work at the site, material submittals must be submitted and approved by the BPUB before a Purchase Order is issued and prior to the purchase and shipment of materials.

PUBLIC UTILITIES BOARD OF THE CITY OF
BROWNSVILLE, TEXAS

BY: _____

General Manager & CEO

DATE: _____

FOR: Brownsville Public Utilities Board

**ATTACH CONTRACTOR’S ORIGINAL CERTIFICATE(S) OF INSURANCE
(INCLUSIVE)**

SERVICES AGREEMENT

This STANDARD SERVICES AGREEMENT (“Agreement”) is between the CITY OF BROWNSVILLE PUBLIC UTILITIES BOARD (“Brownsville PUB”), a municipally owned utilities system, and _____ (“Service Provider”).

In consideration of the mutual benefits and considerations stated herein, Brownsville PUB and Service Provider agree as follows:

1. Scope of Services and Term

Service Provider agrees to perform the services described in **Exhibit “A” SCOPE OF SERVICES** attached hereto and incorporated herein for all purposes. The scope of work may be increased or decreased at the sole discretion of Brownsville PUB by issuing a written amendment to the scope of work to the Service Provider. Service Provider will use its best efforts to perform the services described in Exhibit “A” SCOPE OF SERVICES in a cost efficient, timely and high quality manner. If an industry standard in Texas exists for the services being provided, under similar circumstances for a scope of work similar to this engagement, Service Provider’s services will meet or exceed the industry standard.

The term of this Contract will be for _____ (as set forth in Exhibit “A” SCOPE OF SERVICES) for the: **SUBSTATION TRANSFORMER FIELD SERVICE TO REMOVE, DISPOSE & RETRO-FILL CORROSIVE OIL**

2. Compensation

Brownsville PUB, upon its acceptance of the services performed, will pay compensation timely to Service Provider as provided in **Exhibit “B” COMPENSATION** attached hereto and incorporated herein for all purposes. Service Provider assumes full responsibility for the payment of all federal and state taxes of whatever sort, Social Security and unemployment compensation taxes, withholding taxes, and all other taxes or charges applicable to Service Provider’s actions, employees, facilities, and materials utilized in performing services hereunder. **Contract amount shall not exceed \$_____, (\$____.00) unless amended in writing by the parties.**

3. Bonds and Insurance

Brownsville PUB, in its sole discretion, shall require at Service Provider’s expense certain bonds guaranteeing performance and payment of the services to be provided hereunder. Brownsville PUB, in its sole discretion, shall require Service Provider at Service Provider’s expense to maintain in force certain types of insurance during the time services are being performed and name Brownsville PUB as a co-additional insured. The bonds or insurance requirements will be specified in **Exhibit “C” BONDS AND INSURANCE** attached hereto and incorporated herein for all purposes.

4. Warranties

Service Provider warrants and represents that it has the capability, experience, available personnel, and means required to perform the services contemplated by this Agreement. Service will be performed using personnel and equipment qualified and/or suitable to perform the work requested by Brownsville PUB. Brownsville PUB retains the right to report to Service Provider any unsatisfactory performance of Service Provider personnel for appropriate corrective action. Service Provider shall require its employees, employees of any subcontractors and agents to comply with all applicable federal, state, and local health and safety laws and regulations in connection with any and all work performed hereunder. Any required safety equipment and/or procedures training required to perform the work shall be provided by Service Provider to its employees and the employees of any subcontractor(s).

As a condition to final payment by Brownsville PUB for services rendered hereunder, Brownsville PUB may require a written warranty on services and any materials to be provided hereunder. If required, the form of the warranty is attached hereto as **Exhibit “D” WARRANTIES** and incorporated herein for all purposes.

5. INDEMNIFICATION

BROWNSVILLE PUB REQUIRES INDEMNIFICATION FROM THE SERVICE PROVIDER RELATED TO THE SERVICES TO BE PROVIDED HEREUNDER. IN THIS EVENT THE INDEMNIFICATION(S) ARE SET OUT IN **EXHIBIT “E” INDEMNIFICATION** ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

6. Reports and Information

Service Provider at such times and in such forms as Brownsville PUB may require, shall furnish Brownsville PUB such periodic reports as they may request pertaining to the work or services undertaken pursuant to this Agreement, the cost and obligations incurred or to be incurred in connection therewith, and any other matter covered by this Agreement. Any work product in any format required by Brownsville PUB to be retained following completion of services is listed in Exhibit “A” SCOPE OF SERVICES attached hereto and incorporated herein for all purposes.

Service Provider will maintain complete and accurate records in accordance with generally accepted accounting principles to substantiate charges made under this Contract. Such records will include, but not be limited to, applicable time sheets, job cards, phone bills, travel receipts and job summaries. Service Provider will retain such records for three (3) years from the end of the contract year in which such charges were incurred. Brownsville PUB will have access to such records and any other records Service Provider is required to maintain under this Contract for the purpose of audit during Service Provider’s normal business hours at Service Provider’s location upon reasonable notice for so long as such records are required to be retained.

7. Special Provisions

There may be special provisions applicable to the specific service to be performed by the Service Provider. Special provisions shall be set forth in **Exhibit “F” SPECIAL PROVISIONS** attached hereto and incorporated herein for all purposes.

8. Force Majeure

In the event that either party shall be prevented from completing performance of its obligations under this Agreement by an Act of God or other occurrence whatsoever which is beyond the control of such party, then that party shall be excused from performance of its respective obligations and undertakings during the duration of the force majeure.

9. Termination

- a. If any of the following occurs, Brownsville PUB may terminate this Contract immediately upon written notice given to the Service Provider:
 - i. Service Provider disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction;
 - ii. Service Provider fails to provide Brownsville PUB upon demand with copies of the evidence of insurance required under Section 3 of this Contract;
 - iii. Service Provider is adjudged a bankrupt, makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of Service Provider's insolvency; or,
- b. Notice and Cure: Upon failure of a Service Provider hereto to perform any obligation required hereunder, Brownsville PUB shall give written notice of such default to Service Provider. Service Provider shall have thirty (30) days within which to cure such default, with the exception of life and safety issues as deemed by Brownsville PUB, and if cured within such time, the default specified in such notice shall cease to exist. Failure by Service Provider to cure default, to the reasonable satisfaction of Brownsville PUB, may result in the termination of this Contract by giving written notice to Service Provider of such termination and specifying the date thereof, at least ten (10) days before the effective date of such termination. If a default is not cured as provided in this paragraph, BPUB may resort to all remedies available at law or equity, including recovery of reasonable expenses and reasonable attorneys' fees incurred in connection therewith.
- c. Notwithstanding anything in this Contract to the contrary, either party may terminate this Contract with or without cause by giving sixty (60) days written notice thereof to the other party at any time during the term hereof without any penalty to the terminating party and payment by Brownsville PUB to Service Provider for all Work rendered up to and including the effective date of termination.
- d. Service Provider may terminate this Contract immediately upon written notice given to Brownsville PUB for Brownsville PUB's failure to make timely payment to Service Provider in three (3) consecutive months.

- e. Each party's exercise of its right to terminate this Contract will be cumulative of and without prejudice to its other rights and remedies at law or equity.

10. Breach of the Agreement

If either party to this Agreement determines that the other party is in breach of the terms and conditions of this Agreement, the party shall notify the party determined to be in breach in writing as soon as reasonably practicable of the nature of the breach. If the breach is not susceptible of being cured or is not cured within thirty (30) days, the party not in breach may pursue all of its remedies, in law and in equity, including, without limitation, termination of the Agreement. In the event either party under Article 9 or this provision terminates this Agreement, the party declaring the termination shall notify the party determined to be in breach in writing of the termination at least ten (10) days in advance. In the instance that Brownsville PUB terminates this Agreement under this provision, it shall be entitled to withhold any compensation without penalty or interest to Service Provider for the purpose of set-off until such time as the amount of Brownsville PUB's loss or damages is finally determined. Termination of this Agreement by Brownsville PUB shall not relieve Service Provider of any liability or damages sustained by Brownsville PUB as a result of the breach and for any intentional, negligent act or defective service of the Service Provider.

11. Addresses for Notices and Communications

Brownsville PUB

Arnulfo Mejia
Substations & Relaying Manager
1155 FM 511
Olmito, TX 78575
Phone (956) 983-6327
Email: amejia@brownsville-pub.com

Service Provider

Attention:
Title:
Address:
City, State, Zip
Phone:
Email:

All notices and communications under this Agreement shall be mailed or delivered to Brownsville PUB and Service Provider at the above addresses.

12. Civil Rights

Under federal and state law, no person shall, on the grounds of race, religion, gender, 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 Service Provider.

13. Conflict of Interest

Service Provider, after due diligence review of its past and present contracts, represents to Brownsville PUB that it is not aware of any conflict of interest in the award of this work that might ethically compromise Service Provider's legal commitment to faithfully perform the work under this Agreement for Brownsville PUB.

14. Local, State or Federal Laws

This Agreement is subject to all applicable Federal, State and Local laws, statutes, codes, and any applicable permits, ordinances, rules, order 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.

15. No Third-Party Beneficiary

The parties are entering into this Agreement solely for their benefit 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.

16. Subcontractors, Successors and Assignments

The Service Provider's obligation to Brownsville PUB under this Agreement shall also be binding upon any subcontractors retained by the Service Provider, and Service Provider shall insert the provisions of this Agreement into any such subcontract document.

Brownsville PUB and Service Provider each binds itself and its successors, executors, administrators and assigns to the other party to this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as noted in the first part of this Paragraph, neither Brownsville PUB nor Service Provider shall assign, sublet or transfer its interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer, board member, commissioner, employee or agent of Brownsville PUB and the City of Brownsville.

17. Incorporation of Provisions Required by Law

Each provision and clause required by law to be inserted into this Agreement shall be deemed to be enacted herein and this Agreement 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, either party shall amend this Agreement to make such insertion on application.

18. Entire Agreement

This Agreement and the Exhibits attached hereto and incorporated herein for all purposes constitutes the entire agreement and supersedes all prior agreements and understandings, between the parties concerning the subject matter of this Agreement.

19. Waiver

The failure on the part of Brownsville PUB herein at any time to require the performance by Service Provider of any portion of this Agreement shall not be deemed a waiver of, or in any way affect Brownsville PUB's rights to enforce such provision or any other provisions. Any waiver by Brownsville PUB 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.

20. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision of this Agreement.

21. Survival

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

22. Governing Law

The laws of the State of Texas govern this Agreement, and all obligations of the parties under this Agreement are performable in Cameron County, Texas, and venue shall lie therein.

23. Time for Performance

Service Provider shall begin performance of the services described in Exhibit "A" SCOPE OF SERVICES after receiving a notice to proceed from Brownsville PUB, and Service Provider shall complete its services within its estimated time of completion, unless excused by Brownsville PUB. Time shall be deemed of the essence for the completion of the services.

24. Attorney's Fees

If it is necessary for Brownsville PUB herein to file a cause of action at law or in equity against Service Provider due to: (a) a breach of this Agreement by Service Provider and/or (b) any intentional and/or negligent act or omission by Service Provider arising out of this Agreement, Brownsville PUB shall be entitled to reasonable attorney's fees and costs and any necessary disbursements in addition to any other relief to which it is entitled.

25. Cumulative Remedies

In the event of default by Service Provider herein, Brownsville PUB 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 Agreement. 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.

26. 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, or binding arbitration, 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 another location is mutually agreed upon. If the parties cannot agree on a mediation service or mediator, then the matter shall be submitted to the American Arbitration Association, Dallas, for administration.

EXECUTED in duplicate originals on this _____ day of _____ 2022.

ATTEST:

SERVICE PROVIDER:

Secretary

By: _____
Name:
Title:

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2022, by _____, _____, on behalf of _____.

Notary Public, State of _____

EXECUTED in duplicate originals on this ____ day of _____ 2022.

CITY OF BROWNSVILLE PUBLIC UTILITIES
BOARD

ATTEST:

Secretary

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

THE STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on the ____ day of _____ 2022, by
JOHN S. BRUCIAK, P.E., GENERAL MANAGER & CEO of the CITY OF BROWNSVILLE
PUBLIC UTILITIES BOARD.

Notary Public, State of Texas

EXHIBIT “A”

**SCOPE OF SERVICES FOR THE
SUBSTATION POWER TRANSFORMER FIELD SERVICE TO REMOVE, DISPOSE &
RETRO-FILL CORROSIVE OIL PROJECT**

EXHIBIT “B”

COMPENSATION

SUBSTATION POWER TRANSFORMER FIELD SERVICE TO REMOVE, DISPOSE & RETRO-FILL CORROSIVE OIL PROJECT

Brownsville PUB shall pay Service Provider for the performance of the work under this Agreement on the basis of the prices agreed upon. Service Provider will present bills to BPUB covering work completed for period specified on the invoice. Brownsville PUB shall pay Service Provider for said work within thirty (30) days after bills are presented.

Service Provider’s books and records associated with the work performed under this agreement shall be open for inspection by Brownsville PUB upon request.

EXHIBIT “C”

BONDS AND INSURANCE

Service Provider shall carry insurance in the following amounts:

1. Comprehensive General Liability

a. Bodily Injury \$2,000,000 each occurrence

b. Property Damage \$ 100,000 each occurrence

2. Personal Injury Coverage \$2,000,000 each occurrence

3. Workers’ Compensation as required by state law

4. Comprehensive Automobile Liability

(applicable to owned, non-owned, and hired vehicles)

a. Bodily Injury \$2,000,000 each person
 \$5,000,000 each occurrence

b. Property Damage \$ 100,000 each occurrence

5. Umbrella Coverage \$3,000,000 each occurrence

All insurance in the above amounts shall name both Service Provider and Brownsville PUB as insured.

Brownsville PUB requires that companies affording insurance coverage have a rating of A-or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

An original completed Certificate of Insurance stating the types of insurance and policy limits provided by the Service Provider must be received prior to commencement of any work. The original Certificate(s) of Insurance shall be delivered to Brownsville PUB and must be completed by an agent authorized to bind the named underwriter and their company to the coverage and limits.

The cancellation clause on the Certificate of Insurance will be amended to read as follows:

“THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER PRIOR TO CANCELLATION OR A MATERIAL CHANGE TO POLICY DESCRIBED ABOVE.”

Service Provider shall also require all subcontractors performing work on the project or who may enter upon the work site to maintain the same insurance requirements listed above.

If Service Provider fails to maintain the aforementioned insurance, Brownsville PUB may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by Brownsville PUB is an alternative to other remedies the Brownsville PUB may have, and is not the exclusive remedy for failure of Service Provider to maintain said insurance or secure such endorsement. Brownsville PUB shall also have the right to order Service Provider to stop work and/or withhold any payment(s) that becomes due to Service Provider until Service Provider complies with the requirements hereof.

It is agreed that Service Provider's insurance shall be deemed primary with respect to any insurance carried by Brownsville PUB for liability arising out of operations under this Agreement.

Brownsville PUB retains the right to request an increase (for good cause and upon reasonable notice to Service Provider), or reduce the amounts, or alter the types of insurance to be required by Brownsville PUB.

EXHIBIT “D”

WARRANTIES

The CONTRACTOR shall warranty and guarantee the Work, equipment and materials for a period of at least one (1) year after date of final acceptance in writing by the OWNER. During this period, the CONTRACTOR shall make any repairs and/or replacements of defective equipment and materials and corrections of Work due to poor workmanship, all as may be required for full compliance with the General Conditions, Plans and Specifications. This combined workmanship quality guarantee, and minimal equipment and materials warranty, shall apply to all matters reported by the OWNER in writing within said one (1) year period and this post-construction guarantee/warranty period shall be included in the coverage period set forth in the Performance Bond.

EXHIBIT “E”

INDEMNIFICATION

SERVICE PROVIDER covenants and agrees to **FULLY INDEMNIFY AND HOLD HARMLESS, BROWNSVILLE PUB** and the **BOARD OF DIRECTORS**, employees, officers, Agents and representatives of the **BROWNSVILLE PUB**, individually or 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 **BROWNSVILLE PUB** directly or indirectly arising out of, resulting from or related to Service Provider’s activities under this **CONTRACT**, including any acts or omissions of Service Provider, any agent, officer, director, representative, employee, consultant or sub-contractor of Service Provider, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this **CONTRACT**, all without however, waiving any governmental immunity available to the **BROWNSVILLE PUB** 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. Service Provider will promptly advise the **BROWNSVILLE PUB**, as well will **BROWNSVILLE PUB** advise Service Provider in writing of any claim or demand against the **BROWNSVILLE PUB** or Service Provider known to Service Provider or **BROWNSVILLE PUB** related to or arising out of Service Provider’s activities under this **CONTRACT**.

It is the **EXPRESS INTENT** of the parties to this **CONTRACT**, that the **INDEMNITY** provided for in this section, is an **INDEMNITY** extended by Service Provider to **INDEMNIFY, PROTECT** and **HOLD HARMLESS**, the **BROWNSVILLE PUB** from the consequences of the **BROWNSVILLE PUB**’s **OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the **BROWNSVILLE PUB** is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of the **BROWNSVILLE PUB** is the sole cause of the resultant injury, death, or damage. Service Provider further **AGREES TO DEFEND, AT ITS OWN EXPENSE** and **ON BEHALF OF THE BROWNSVILLE PUB AND IN THE NAME OF THE BROWNSVILLE PUB**, any claim or litigation related to services under this contract brought against the **BROWNSVILLE PUB** and/or its board of directors, employees, officers, agents and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** will apply, as set forth above.

EXHIBIT “F”

SPECIAL PROVISIONS

Confidentiality

The work to be performed by Service Provider and its subcontractors under the attached Services Agreement is to be done at the request of Brownsville PUB, a governmental body. Performance of such a task is within the authority of Brownsville PUB as a governmental body. Any information compiled or work done by Service provider is directly related to the policy-making functions of Brownsville PUB as a governmental body, not solely to internal administration. This information will include advice, recommendations and opinions on matters involving Brownsville PUB's policy mission. All work performed by Service Provider and its subcontractors is a trade secret which will consist of a compilation of information which may give Brownsville PUB a competitive advantage over other electric competitors which do not have access to Service Provider's work product. This privileged and confidential work product, if disclosed or released, directly or indirectly, to a third-party, could cause substantial harm to the competitive position of Brownsville PUB. Service provider shall have a duty to use its best efforts to maintain the confidentiality of its work and its subcontractor-work under the attached Services Agreement. Service Provider shall immediately notify Brownsville PUB of any request by a third party for information concerning Service Provider's or its subcontractor's work under the attached Services Agreement and of any disclosure to a third party, inadvertent or otherwise, by Service Provider or its subcontractors of work performed or being performed under the attached Services Agreement.

Independent Contractor

In the performance of the work provided for by this Agreement, it is understood and agreed that Service Provider shall be and remain an independent contractor.