



**LEGAL NOTICE  
AND  
REQUEST FOR PROPOSALS  
P025-23**

**RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.**

The Brownsville Public Utilities Board (BPUB) will accept sealed proposals for Commercial Driver License Training, **until 5:00 PM, March 1, 2023** in the Brownsville PUB Purchasing Office, 1155 FM 511, Olmito, Texas. **Any responses received after this time shall not be considered and will not be opened.**

Proposals will be publicly acknowledged on March 2, 2023 at 10:00 AM. Vendors can call in at 10:00 AM, March 2, 2023 to (956) 214-6020 to listen to the proposal opening.

Detailed specifications may be obtained at the following website: [https://www.brownsville-pub.com/rfp\\_status/open/](https://www.brownsville-pub.com/rfp_status/open/)

Please send one (1) original and one (1) copy of the proposal and identify each as an original or copy accordingly, **mark on the outside of the envelope and on any carrier's envelope: "SEALED PROPOSAL FOR COMMERCIAL DRIVER LICENSE TRAINING, P025-23, MARCH 1, 2023, 5:00 PM"** and send to the attention of Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

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 proposals to the Brownsville Public Utilities Board, Purchasing Office by the given deadline above. **No proposal will be accepted via facsimile or electronic transmission.**

The BPUB reserves the right to reject any or all proposals and to waive irregularities contained therein and to accept any proposals deemed most advantageous to the BPUB.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof. All timely proposals become the property of the BPUB upon receipt and shall not be returned. Any information deemed to be confidential by respondent should be clearly noted on the page(s) where the confidential information is contained. BPUB, however, cannot guarantee that it will not be compelled to disclose all or part of any public record under the

Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas law, or pursuant to a Court Order.

***Diane Solitaire***

Brownsville PUB Purchasing  
(956) 983-6366

**Please submit this page upon receipt**

**ACKNOWLEDGEMENT FORM**

P025-23

Commercial Driver License Training

For any clarifications, please contact Hugo E. López at the Brownsville PUB, Purchasing Department at (956) 983-6375 or e-mail: [hlopez@brownsville-pub.com](mailto:hlopez@brownsville-pub.com).

Please e-mail this page upon receipt of the RFP package or legal notice. If you only received the legal notice and you want the RFP 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 an RFP; obtained RFP package from website.**

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

Email: \_\_\_\_\_

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

Carrier: \_\_\_\_\_ Account: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

If you are unable to send your proposal, kindly indicate your reason for “No bid” above and return this form **via email to:** [hlopez@brownsville-pub.com](mailto:hlopez@brownsville-pub.com) or [dsolitaire@brownsville-pub.com](mailto: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: \_\_\_\_\_

## **REQUEST FOR PROPOSALS P023-23**

**PURPOSE:** Brownsville Public Utilities Board (“BPUB”, “The Utility”) is soliciting competitive sealed proposals for the purpose of providing professional commercial driver license training services.

**PROPOSAL INFORMATION:** All proposal envelopes shall contain one (1) original signed and one (1) copy. The original proposals shall be opened and the Firm’s name read aloud at 1155 FM 511, Olmito, TX, 78575. All proposals will be managed by BPUB in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals confidential during any negotiations. All proposals will be open for public inspection as stated in the Texas Public Information Act, after the contract is awarded; however, trade secrets and confidential commercial or financial information in the proposals specifically identified by the Firms will not be open for public inspection. Accordingly, all pages in the proposal that the Firm considers to be proprietary and confidential should be appropriately marked.

Short-listed candidates must guarantee their Original Proposal or subsequently clarified proposal for at least sixty (60) days from the Original Proposal opening date. Firms are expressly advised to review the proposed Contract Documents as to their legal requirements and the causes, which may lead to the disqualification of a Firm and/or the rejection of a proposal.

To obtain the best and final offers, BPUB may require written clarifications and explanations of the Firm’s proposal after Original Proposal submissions when certain candidates have been short-listed for interviews. BPUB will not be liable for any of the Firm’s costs or expenses incurred in preparation or presentation of the Proposal(s). 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.

Any short-listed Firm may be required, at the option of BPUB, to demonstrate successful performance of similar services. The services to be demonstrated shall have similar functional and performance characteristics as those required in these specifications. The potential demonstration(s) shall occur at a mutually agreed upon time and location.

### **MINIMUM SUBMISSION REQUIREMENTS**

1. Project approach. The proposer shall describe the actions to be taken by the proposer and the data and resources required. Proposers are encouraged to provide any and all options that would be beneficial to BPUB. These options, if submitted, must be in addition to the requested responses and indicated as Option 1, Option 2, etc. in the pricing matrix.
2. Project Schedule and Completion Date. The proposer shall propose a detailed schedule of the projected training. Dates shall be approximate and are for planning purposes only. Exact dates will be defined after project award and will be binding.
3. References. Provide three references, including names and current email and telephone

numbers where projects SIMILAR to that described herein have been completed.

4. Cost Factor Sheet.
5. Experience. Describe the number of years the company has been involved with similar projects and describe the experience and training of key personnel. Proposers **SHALL SUBMIT WITH THEIR PROPOSAL** information identifying any type of equipment that is to be used to provide the service that is being requested. Failure to submit this information shall be grounds for disqualification.

#### **RFP COMPLIANCE**

It is the responsibility of each Proposer to examine carefully this RFP and to judge for itself all of the circumstances and conditions which may affect its proposal. Any data furnished by the BPUB is for informational purposes only and is not warranted. Proposer's use of any such information shall be at Proposer's own risk. Failure on the part of any Proposer to examine, inspect, and be completely knowledgeable of the terms and conditions of the Agreement, operational conditions, or any other relevant documents or information, will not relieve the selected Proposer from fully complying with this RFP. Modifications received after the proposal deadline will not be considered.

## Special Instructions

### Contract Information

### Interpretation

Questions concerning terms, conditions and technical specifications should be directed to:

Hugo E. López, Purchasing  
(956) 983-6375

### Tentative Timeline

February 13 – March 1, 2023  
February 24, 2023  
March 1, 2023  
March 2, 2023  
March 3 – 24, 2023  
April 10, 2023

Firms review proposal information  
Deadline for questions  
Firms submit proposal by 5:00 PM  
Proposals acknowledged at 10:00 AM  
Proposal Evaluation  
Send to BPUB Board for Approval

### Proposal Submission

Diane Solitaire, Purchasing  
1155 FM 511  
Olmito, Texas 78575

Proposal #P025-23 Commercial Driver License Training  
**Due: March 1, 2023 at 5:00 PM**

*The above noted information must be included on proposal envelope and on any carrier's envelope/package. The Brownsville Public Utilities Board will not be held responsible for missing, lost or late mail. **Brownsville Public Utilities Board will not accept facsimile or electronic transmission of sealed proposals.***

### Pricing

Propose unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern. Price shall remain in effect until completion of project.

All fields (UNIT PRICE & TOTAL PRICE) in the specification pages must be filled.

Failure to submit any of the above information with the sealed proposal will disqualify proposal.

### Firm Representative

The successful firm 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.

**Contract with Firm/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.

**Firm ACH (Direct Deposit) Services**

The BPUB has implemented a payment service for firms by depositing the payment directly to the firm's bank account. Successful firm(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 (TIN)**

In accordance with IRS Publication 1220, a W9 form, or a W8 form in cases of a foreign firm, will be required of all firms 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 of 28% or 30% 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 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.

**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 Contractors and Subcontractors 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 Contractors and Subcontractors comply with this policy.

**Contract and Purchase Order**

The services shall be performed in Brownsville, Texas or virtual classroom. A personal services contract for the services will be placed into effect by means of a purchase order issued by BPUB after evaluation and final approval by the Brownsville PUB.

The initial term of this contract will be for two (2) years from the date of award. Brownsville PUB may, unilaterally, extend the contract with the option to renew for two (2) additional one (1) year periods if price and services are satisfactory and agreed upon in writing by both parties.

## **Brownsville Public Utilities Board 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 60 days from submission date without action, and to waive all formalities in proposal.
4. The right to extend the total proposal beyond the original 60-day period prior to an award, if agreed upon in writing by all parties (BPUB and vendor/contractor) and if proposer/vendor 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 vendor/contractor, for delay or non-performance by the vendor/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**

BPUB believes that the data contained in these specifications is sufficient for preparation of a proposal. The information is believed to be accurate and is based upon the latest available information, but it is not to be considered in any way as a warranty. Requests for additional information should be directed in writing to Hugo E. Lopez, Purchasing, 1155 FM 511, Olmito, TX 78575; or email to: [hlopez@brownsville-pub.com](mailto:hlopez@brownsville-pub.com) by 5:00 PM, February 24, 2023, include a return e-mail address number, phone number or email address and specifically reference the section of the proposal in question.

Any interpretation, correction, or change to the RFP will be made by ADDENDUM. Changes or corrections will be issued by the Brownsville PUB 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 firms to determine whether all addenda have been received. It will be the responsibility of all respondents to contact the Brownsville PUB prior to submitting a response to the RFP to ascertain if any addenda have been issued, and to obtain any and all addenda, execute them, and return addenda with the response to the RFP. Addenda may also be posted on BPUB's webpage.

## **Unauthorized Communication**

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. Any oral communications are considered unofficial and non-binding with regard to this RFP.

### **Minimum Qualifications**

The following minimum qualifications have been established as a basis for determining the eligibility of a Proposer, A proposal will be considered non-responsive unless sufficient documentation is provided in the proposal to determine that the Proposer, meets the following requirements.

### **Proposer Minimum Qualifications**

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

- 1) Provide evidence of at least five (5) years of experience on CDL training.
- 2) Provide in-house training and/or virtual training.
- 3) Provide a listing of at least three (3) previous clients, preferably large public entities, specifying the scope and dates of services, and contact information, including names, addresses and telephone numbers.
- 4) Evidence of professional liability (E&O) policy with a minimum limit of \$1,000,000.
- 5) Certified statement that the agency is not debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency. This form must be submitted with the RFP to be considered (page 26).

### **Responsibility of Proposer**

### **Proposed Services**

The BPUB anticipates contracting with a firm to provide professional commercial driver license training services for approximately 61 employees for the courses of CDL Class B, CDL Class B to A, and CDL Class C to A.

1. Firm agrees to assign professional staff to conduct training and provide proper certification.
2. Firm agrees to provide all preparation, delivery, implementation of course texts, materials, and supplies.
3. Firm will provide maximum or minimum number of students per class.

## **Responsibility of the BPUB**

1. Provide point of contact to the Proposer during the project.
2. Provide network connections if necessary.
3. If required, for on-site support/maintenance, provide adequate work space.
4. There will be approximately 61 students attending a course of their choice.

## **Proposed Costs**

### **Costs of Preparation**

All costs associated with preparing and delivering a proposal to this RFP shall be borne entirely by the Proposer. The BPUB will not compensate the Proposer for any expenses incurred by the Proposer as a result of this RFP process.

## **Criteria Used in Evaluating Proposals**

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, BPUB 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. This proposal will be evaluated by a review panel on the basis of the criteria listed below. Relative weights of each criterion are listed. Only these criteria will be considered on the award determination.

The BPUB will select the most responsibly qualified and responsive firm whose proposal is most advantageous to the BPUB with price and other factors considered.

### **Selection Criteria**

### **Points**

- |  |     |
|--|-----|
| 1. Evidence of level of understanding of the scope of work methodology to carry out project successfully, and timeline of the project. | 35  |
| 2. Firm must have at least 5 years' experience conducting CDL Training Services for similar projects.                                  | 30  |
| 3. Overall Contract Cost   | 25  |
| 4. Quality and responsiveness of submittal   | 10  |
| POSSIBLE MAXIMUM POINTS  | 100 |

**THE BPUB RESERVES THE RIGHT TO REJECT ANY/OR ALL PROPOSALS AND TO MAKE AWARDS AS THEY MAY APPEAR TO BE ADVANTAGEOUS TO THE BPUB.**

**THE PROPOSAL MAY BE AWARDED IN ITS ENTIRETY OR IN ANY COMBINATION THEREOF.**

**Outline Format for Response**

Each section of the proposal must be tabbed in accordance with the following outline. Insert outline format for proposal paragraph immediately prior to the response to each section. Sequentially number all pages within each tab. Proposer shall submit the following information:

**TAB 1 – Proposer Information**

- A. Proposer’s Legal Name
- B. State of Incorporation
- C. Phone Number
- D. Principal Office Address
- E. Internet URL
- F. Ownership: individual, partnership, corporation or other
- G. Email Address
- H. Project Specialist
  - 1) Name
  - 2) Title
  - 3) Phone Number
  - 4) Fax Number
  - 5) Email address
  - 6) Dates of employment with Proposer

**TAB 2: Experience of Proposer**

- A. Provide the number of years the Proposer has been in continuous business providing similar services as described in this RFP.
- B. Include, at a minimum, the following information for each company for which Proposer had contract(s) to provide similar product(s) and services to substantiate the years of experience:
  - a. Name of company
  - b. Address of the company

- c. Contact person for the company
  - d. Contact person's phone number/email address
  - e. Date(s) and length of time of implementation
  - f. Description of the size and complexity of the project, including any out-of-the ordinary challenges or customization
- C. Provide any relevant additional description of the Proposer's experience with the proposed project.

### **TAB 3: Experience of Project Specialist and Staff**

- A. Project Specialist Background Information (if different from above)
- a. Name
  - b. Title
  - c. Phone Number
  - d. Fax Number
  - e. Email address
  - f. Dates of employment with Proposer
- B. Provide the number of projects that the Proposer's Project Specialist has successfully completed.
- C. Include, at a minimum, the following information for each company for which the Project Specialist completed a similar project, to substantiate the years of experience (if same as above just provide the new information):
- a. Name of company
  - b. Address of the company
  - c. Contact person for the company
  - d. Contact person's phone number/email address
  - e. Date(s) and length of time of project
  - f. Description of the size and complexity of the project
  - g. Description of the tasks performed by Project Specialist for the project

### **TAB 4: Project Approach and Schedule**

Provide a detailed approach and schedule to complete this project, addressing at a minimum the items below:

- Describe the execution of the following processes:

- Describe how the Proposer will comply with all responsibilities listed in Section entitled Responsibility of Proposer.
- Provide the expected number of Proposer's representatives and resource involvement, both on-site and off-site, that will be involved in the execution of the services.
- Provide an explanation of the expected BPUB staff and resource involvement for the execution of the services.

#### **TAB 5: Cost**

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein.

Any omissions in this proposal shall be identified by each Proposer and incorporated into their proposal including any omissions for software, hardware, support, etc. which is necessary to the success of the project, and must be identified as a separate line item with pricing and included as part of the proposal. The BPUB will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The BPUB reserves the right to purchase part of the proposal or the entire proposal.

The BPUB will not consider change orders or amendments unless it is deemed a change in the original scope of the project. All items not itemized in the pricing below which are instrumental to completing the project will be supplied by the Proposer at no additional charge to the BPUB. All prices quoted shall be firm and fixed for the specified contract period.

COST SHEET  
P025-23

	DESCRIPTION	EST. HOURS TO COMPLETE	HOURLY RATE (IN-HOUSE)	HOURLY RATE (VIRTUAL)	TOTAL COST
1	Course for CDL Class B				
2	Course for CDL Class B to A				
3	Couse for CDL Class C to A				
4	Additional Services (If applicable) List on separate sheet of paper, if needed.				
	TOTAL				

**\*There will be approximately 61 employees attending one selective course requested by the following:**  
**Electrical Department – 25 ea**  
**Water Wastewater Department – 30 ea**  
**Lift Station and Plant Maintenance Departments – 6 ea**

NOTE: Hourly rate should include proposed fees for the items described under proposed services section, to include training, travel, lodging, and miscellaneous expenses.

PROPOSERS SHALL ATTEST TO THE FACT THAT THEY HAVE READ AND ARE IN COMPLIANCE WITH ALL THE REQUIREMENTS AS STATED IN PROPOSAL BY AFFIXING THEIR ORIGINAL SIGNATURE AND ENTERING OTHER INFORMATION REQUIRED.

By: \_\_\_\_\_  
 Signature **(Failure to sign will disqualify proposal)** \_\_\_\_\_ Print Name / Title

\_\_\_\_\_  
 Company Name Address, City, State, Zip Code

\_\_\_\_\_  
 Phone Number Fax Number

\_\_\_\_\_  
 Email Address

## NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: **COMMERCIAL DRIVER LICENSE TRAINING**

Dear Sir/Madam:

The Owner has considered the BID submitted by you for the above-described Work in response to its Legal Notice and Invitation to Bid dated March 1, 2023 and Instruction to Bidders.

You are hereby notified that after any Owner adjustments to the Base Bid Amount to account for Owner options regarding additive and deductive alternates, your BID has been accepted in the final Contract Price amount of \$\_\_\_\_\_.

You are required by the Instructions to Bidders to execute the Construction Agreement and furnish Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

In addition with 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. The completed JSA form is included as a part of the Contract Documents.

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 BID as abandoned, and as a forfeiture of your BID BOND.

The Owner will be entitled to such other rights as may be granted by law and equity.

You are required to promptly sign and return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BROWNSVILLE 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:

ADDRESS:

Contract For: **COMMERCIAL DRIVER LICENSE TRAINING**

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You are notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_, 20\_\_\_\_. By that 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.

Brownsville Public Utilities Board:  
(Owner)

BY: \_\_\_\_\_  
(Authorized Signature)

DATE: \_\_\_\_\_

NAME: Marilyn D. Gilbert

TITLE: Interim General Manager/CEO

FOR: Brownsville Public Utilities Board

\*\*\*SAMPLE\*\*\*

STATE OF TEXAS           §  
                                     §  
COUNTY OF CAMERON   §

PERSONAL SERVICES CONTRACT

This is a Contract between the CITY OF BROWNSVILLE PUBLIC UTILITIES BOARD ("BPUB"), acting by its duly authorized General Manager and CEO, and \_\_\_\_\_, a \_\_\_\_\_ doing business in \_\_\_\_\_ ("Firm"), acting herein by its duly authorized \_\_\_\_\_.

WHEREAS, the BPUB desires to engage Firm to render certain personal technical services necessary to complete the described as:

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

1.     Scope of Services

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

2.     Compensation

BPUB will pay Firm for the technical and personal services described in Exhibit \_\_\_\_\_ in accordance with the performance schedule as outlined in Exhibit \_\_\_\_\_ and for an initial total amount of compensation which shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for work relating to the above described Project, as financially outlined in Exhibit \_\_\_\_\_.

3.     Method of Payment

A.     Compensation under all invoices shall be in accordance with, and at the hourly rates described in Exhibit \_\_\_\_\_. BPUB shall pay Firm its fees based on the presentation by Firm to BPUB of a monthly statement for all current amounts earned under the Contract, together with all necessary supporting documentation consisting of timesheets, travel vouchers, and third-party receipts and invoices confirming and verifying the accuracy of the fees and expenses. BPUB will then attempt to pay Firm its fees within 10 (ten) days after the approval, but in no event later than thirty (30) days after presentation of an accurate monthly statement by

Firm to BPUB. BPUB shall have sole discretion in the final approval or disapproval of any compensation to Firm.

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

4. Firm's Standard of Care

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

5. Ownership of Documents

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

6. Insurance

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

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

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

Commercial General Liability

Personal injury and property damage -

\$1,000,000.00 combined single limit each occurrence and

\$1,000,000.00 aggregate

Comprehensive Business Automobile Liability for all vehicles:

Bodily injury and property damage -

\$500,000.00 combined single limit each occurrence

Excess Umbrella Liability:

\$1,000,000.00

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

**7. INDEMNIFICATION AND LIMITATION OF LIABILITY**

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

**TO THE EXTENT ALLOWED BY TEXAS LAW GOVERNING PUBLIC ENTITIES, FIRM'S TOTAL LIABILITY TO BPUB FOR ANY LOSS OR DAMAGES FROM CLAIMS ARISING OUT OF, OR IN CONNECTION WITH, THIS CONTRACT FROM ANY CAUSE, INCLUDING FIRM'S STRICT**

**LIABILITY, OR BREACH OF CONTRACT SHALL NOT EXCEED ONE MILLION DOLLARS. TO THE EXTENT ALLOWED BY TEXAS LAW, BPUB HEREBY RELEASES FIRM FROM ANY LIABILITY EXCEEDING SUCH AMOUNT.**

8. Addresses for Notices and Communications

BPUB

Brownsville Public Utilities Board

1425 Robinhood Drive (78521)

P.O. Box 3270

Brownsville, Texas 78523-3270

Attn:

Phone: (956) 983-xxxx

Email:

Firm

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Email: 

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

9. Successors and Assignments

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

10. Termination of Contract for Cause

If, through any cause, Firm shall fail to fulfill in timely and proper manner his obligations under this Contract, or if Firm shall violate any of the covenants, agreements, warranties or stipulations of this Contract, the BPUB shall thereupon have the right to terminate this Contract by giving written notice to Firm of such termination and specifying the date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Firm under this Contract shall become the property of the BPUB, except as provided by Paragraph 5 of this Contract,

and Firm shall be entitled to receive just and equitable final compensation for any work satisfactorily completed hereunder provided such compensation is approved by the BPUB in its sole discretion. The method of compensation herein shall be as provided in Paragraph 3.A. of this Contract.

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

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

11. Termination for Convenience of the Parties

Firm and the BPUB may terminate this Contract for their convenience at any time by giving at least thirty (30) days notice in writing to each other. If the Contract is terminated by the BPUB and/or Firm as provided herein, Firm will be paid for the time provided and expenses incurred up to the termination date, if such final compensation is approved by the BPUB, in its sole discretion. If this Contract is terminated due to the fault of Firm, Paragraph 10 hereof, relative to Termination for Cause, shall apply. All finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Firm under this Contract shall become the property of the BPUB, except as provided by Paragraph 5 of this Contract, and Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, provided such final compensation is approved by the BPUB in its sole discretion. The method of compensation herein shall be as provided in Paragraph 3.A. of this Contract.

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

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

12. Changes

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

13. Reports and Information

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

14. Civil Rights

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

15. Incorporation of Provisions Required by Law

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

16. Entire Agreement

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

17. Waiver

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

18. Severability

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

19. Survival

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

20. Force Majeure

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

21. Governing Law

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

22. Time for Performance

Firm's technical and personal services described in Exhibit \_\_\_\_\_ shall be completed in accordance with the performance schedule as outlined in Exhibit \_\_\_\_\_ except to the extent timely performance is prevented by Force Majeure.

23. Attorney's Fees

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

24. Cumulative Mutual Remedies

In the event of default by a party herein, the other party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of



the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

25. State or Federal Laws

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

26. No Third-Party Beneficiary

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

27. Dispute Resolution

In the event a dispute arises between the parties to this Contract, then as a condition precedent to any legal action by either party, 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.

EXECUTED in triplicate originals on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Insert Firm Name)

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_, Secretary

Title: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

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

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

EXECUTED in triplicate originals on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF BROWNSVILLE  
PUBLIC UTILITIES BOARD

ATTEST:

\_\_\_\_\_

\_\_\_\_\_, Secretary

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: General Manager & CEO

THE STATE OF TEXAS                   §

COUNTY OF CAMERON               §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_,  
\_\_\_\_\_ of the CITY OF BROWNSVILLE PUBLIC UTILITIES  
BOARD , on behalf of the City of Brownsville, a Texas municipal corporation, acting through its  
Public Utilities Board of the City of Brownsville, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

## REQUIRED FORMS CHECKLIST

The following forms are to be submitted as a part of the Proposal/RFP/RFQ document

NAME	FORM DESCRIPTION	SUBMITTED WITH PROPOSAL	
		YES	NO
Legal Notice	Acknowledgement Form	<input type="checkbox"/>	<input type="checkbox"/>
	Debarment Certification	<input type="checkbox"/>	<input type="checkbox"/>
	Ethics 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 vendor)	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification Form	<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions	Proposal Schedule/Cost sheet completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
	Cashier Check or Proposal Bond of 5% of Total Amount of Proposal (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	OSHA 300 Log (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Contractor Pre-Proposal Disclosure completed, signed and notarized (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Sub-Contractor Pre-Proposal Disclosure completed, signed, and notarized (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
References	Complete the Previous Customer Reference Worksheet for each reference provided	<input type="checkbox"/>	<input type="checkbox"/>
Addenda			

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

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\_\_\_\_\_  
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.

## ETHICS STATEMENT (FORM MUST BE COMPLETED IN ITS ENTIRETY)

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 respondent also certifies and represents that the respondent has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal, the respondent certifies and represents that respondent has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of Brownsville and/or the Brownsville Public Utilities Board concerning this proposal on the basis of any consideration not authorized by law; the respondent also certifies and represents that respondent has 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 respondent has 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 City of Brownsville and/or 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 City of Brownsville and/or 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 FIRM SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF BROWNSVILLE AND THE BROWNSVILLE PUBLIC UTILITIES BOARD, ALL OF THEIR PUBLIC OFFICIALS, OFFICERS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, 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 CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF ANY RESULTING CONTRACT FROM SUBMITTAL 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

**(FORM MUST BE COMPLETED IN ITS ENTIRETY)**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>		<b>OFFICE USE ONLY</b>
<p><b>1</b>    <b>Name of vendor who has a business relationship with local governmental entity.</b></p>		<p>Date Received</p>
<p><b>2</b>    <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b>    <b>Name of local government officer about whom the information is being disclosed.</b></p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p><b>4</b>    <b>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.</b></p> <p align="center">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p align="center">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p>		
<p><b>5</b>    <b>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.</b></p>		
<p><b>6</b>    <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>		

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

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

- (2) the date the vendor becomes aware:

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



**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 proposal is lower than the lowest proposal 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 <input type="checkbox"/> Fixed <input type="checkbox"/> Price <input type="checkbox"/> Time and <input type="checkbox"/> Material

[illegible]

**Request for Taxpayer  
Identification Number and Certification**

► Go to [www.irs.gov/FormW9](http://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.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> 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) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	<b>4</b> 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>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> 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 *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									
				-					

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
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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](http://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.

- Form 1099-INT (interest earned or paid)

- 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.
- 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.*

Form **W-8BEN-E**

(Rev. October 2021)

Department of the Treasury  
Internal Revenue Service

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

► For use by entities. Individuals must use Form W-8BEN. ► Section references are to the Internal Revenue Code.  
► Go to [www.irs.gov/FormW8BEN-E](http://www.irs.gov/FormW8BEN-E) for instructions and the latest information.  
► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

**Do NOT use this form for:**

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

**Instead use Form:**

**Part I Identification of Beneficial Owner**

**1** Name of organization that is the beneficial owner **2** Country of incorporation or organization

**3** Name of disregarded entity receiving the payment (if applicable, see instructions)

- 4** Chapter 3 Status (entity type) (Must check one box only):
- |  |  |   |   |
|--|--|---|---|
| <input type="checkbox"/> Simple trust          | <input type="checkbox"/> Tax-exempt organization | <input type="checkbox"/> Corporation                | <input type="checkbox"/> Partnership                            |
| <input type="checkbox"/> Central Bank of Issue | <input type="checkbox"/> Private foundation      | <input type="checkbox"/> Complex trust              | <input type="checkbox"/> Foreign Government - Controlled Entity |
| <input type="checkbox"/> Grantor trust         | <input type="checkbox"/> Disregarded entity      | <input type="checkbox"/> Estate                     | <input type="checkbox"/> Foreign Government - Integral Part     |
|  |  | <input type="checkbox"/> International organization |   |

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

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

- |   |   |
|---|---|
| <input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). | <input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII.   |
| <input type="checkbox"/> Participating FFI.   | <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. |
| <input type="checkbox"/> Reporting Model 1 FFI.   | <input type="checkbox"/> International organization. Complete Part XIV.   |
| <input type="checkbox"/> Reporting Model 2 FFI.   | <input type="checkbox"/> Exempt retirement plans. Complete Part XV.   |
| <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.      | <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI.  |
| <input type="checkbox"/> Sponsored FFI. Complete Part IV.   | <input type="checkbox"/> Territory financial institution. Complete Part XVII.   |
| <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V.   | <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII.   |
| <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.   | <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX.   |
| <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.  | <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.                               |
| <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII.  | <input type="checkbox"/> 501(c) organization. Complete Part XXI.  |
| <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX.   | <input type="checkbox"/> Nonprofit organization. Complete Part XXII.  |
| <input type="checkbox"/> Owner-documented FFI. Complete Part X.   | <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.              |
| <input type="checkbox"/> Restricted distributor. Complete Part XI.  | <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV.   |
|   | <input type="checkbox"/> Active NFFE. Complete Part XXV.  |
|   | <input type="checkbox"/> Passive NFFE. Complete Part XXVI.  |
|   | <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII.   |
|   | <input type="checkbox"/> Direct reporting NFFE.   |
|   | <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII.   |
|   | <input type="checkbox"/> Account that is not a financial account.   |

**6** Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate. Country

**7** Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate. Country

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 59689N

Form **W-8BEN-E** (Rev. 10-2021)