



**ANNUAL GROUNDS KEEPING
MAINTENANCE SERVICE**

**PROPOSAL
P028-23**

Proposals Due **Friday, April 7, 2023 by 10:00 AM
Proposals to Be Opened Friday, April 7, 2023 at 10:15 AM**

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**LEGAL NOTICE
AND
REQUEST FOR PROPOSAL
P#028-23**

Sealed proposals will be received by the PUBLIC UTILITIES BOARD of the City of Brownsville, Texas ("BPUB"), at the BPUB Purchasing Department office; 1155 FM 511; Olmito, Texas 78575 **until 10:00 AM, Friday, April 7, 2023** for the project described in the Contract Documents and Specifications entitled:

ANNUAL GROUNDS KEEPING MAINTENANCE SERVICE

Proposals received after this time will not be considered.

Proposals will be publicly opened and read aloud on Friday, April 7, 2023 at 10:15 A.M. Firms are invited to call (956) 214-6020 to listen to the proposal opening.

Detailed specifications may be obtained at Brownsville Public Utilities Board website at https://www.brownsville-pub.com/rfp_status/open/. A **Mandatory walk-through** of the job sites will begin at the BPUB Purchasing Conference Room **at 8:30 AM on March 28 and 29, 2023**.

Two (2) sets of the proposal documents shall be enclosed in a sealed envelope and shall be plainly marked on the outside of the envelope and on any carrier's envelope: **"P028-23 ANNUAL GROUNDS KEEPING MAINTENANCE SERVICE, April 7, 2023, 10:00 AM"**. This envelope shall be addressed to Diane Solitaire; Brownsville Public Utilities Board; Purchasing Department; 1155 FM 511, Olmito, Texas 78575.

Each proposal shall constitute an offer to the Board, as outlined therein, and shall be irrevocable for at least ninety (90) days after the time announced for the opening thereof.

Each proposal shall be accompanied by a Certified or Cashier's check payable to the order of the Brownsville Public Utilities Board, City of Brownsville, Texas for a sum not less than five (5%) percent of the total amount of proposal. In lieu of a check, a Bid Bond may be submitted in an amount not less than five (5%) percent of the total amount of proposal with a Corporate Surety licensed to do business in the State of Texas, conditioned that the CONTRACTOR will pay the Brownsville PUB, 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 his proposal. If the CONTRACTOR 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 he is notified that his proposal has been accepted, the amount of his check or bid bond shall be forfeited to the Brownsville PUB as mutually

agreed to liquidated damages, and not as a penalty. **No proposal will be considered if the Bid Security is not submitted.**

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 proposals will be accepted via facsimile or electronic submission.**

BPUB specifically reserves the right to reject any or all proposals, to waive irregularities or informalities in any or all proposals and to accept any proposal which is deemed to be in the best interest of the Board.

BY:

Diane Solitaire

Purchasing

(956) 983-6366 - Phone

INSTRUCTIONS TO PROPOSERS
Please submit this page upon receipt.

Acknowledgment Form
P#028-23 Annual Grounds Keeping Maintenance Service

For any clarifications, please contact Hugo E. Lopez at the Brownsville Public Utilities Board, Purchasing Department at (956) 983-6375 or (956) 983-6364 or via e-mail: hlopez@brownsville-pub.com.

Please e-mail this page upon receipt of the proposal package or 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 proposal” above and return this form **via email to hlopez@brownsville-pub.com** and/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 EMAIL LISTED ABOVE

Special Instructions

Contract Information

- **Interpretation**

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

Hugo E. Lopez, Purchasing Administrator or
(956) 983-6375

Diane Solitaire,
Materials/Warehouse Manager
(956) 983-6366

- **Tentative Time Line**

1. March 20, 2023 to April 7, 2023 - Vendors work on proposal.
2. March 28 and 29, 2023, **Mandatory Pre-bid and walk-through - 8:30 AM** at BPUB Purchasing Conference Room, 1155 FM 511, Olmito, Texas 78575.
3. April 7, 2023 at 10:00 AM - **Vendor must submit two (2) sets of proposal documents sealed in an envelope and one (1) electronic version (USB stick or CD/DVD) to: PLEASE MARK “ORIGINAL” AND “COPY” and**

Diane Solitaire, Purchasing
1155 FM 511
Olmito, TX 78575

Proposal #**P028-23 – Annual Grounds Keeping Maintenance Services**
Due **April 7, 2023 by 10:00 AM**

*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.***

4. April 3, 2023 – Last day to submit questions by 5:00 PM
5. April 7, 2023 - Open proposals at 10:15 AM
6. April 8, 2023 – April 21, 2023 - Evaluate proposals
7. April 24, 2023 - Provide Final Recommendations
8. May 8, 2023 - Send to Utilities Board for approval

- **Or Equal (NOT APPLICABLE IN THIS CONTRACT)**

- **Pricing**

Proposal unit prices on BPUB estimated quantities specified, extend and show total. In case of errors in extension, unit prices expressed in written words and not numerals, shall govern. **Prices shall remain firm throughout the Contract period.**

All fields (UNIT PRICE, TOTAL PRICE, ETC) in the Bid Schedule must be filled.

Failure to submit any of the above information with the sealed proposal will disqualify proposal as non-responsive.

- **Vendor Representative**

The successful vendor agrees after contract award to send a personal representative with binding authority for the company to the Brownsville Public Utilities Board upon request to make adjustments and/or assist with coordination of all transactions as needed.

- **Quality of Products (RESERVED)**

- **Minimum Requirements**

1. Firm is responsible for all the necessary material, equipment, reports and labor to provide the janitorial services proposed.
2. Approach. The proposal should include a detailed description of the products and service the respondent will provide, along with any unique characteristics of the respondent's delivery approach.
3. References. Provide three references, including contact name, email address and current telephone number where projects SIMILAR to that described herein have been completed.
4. Experience. Describe the number of years the company has been involved with similar projects and describe the experience and training of key personnel.
5. Firm must maintain a local business office in Cameron County, Texas, throughout the contract period.

- **Evaluation 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 Grounds Keeping Schedules	15
Compliance with requirements of the technical specifications	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 contractor 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.

- **Contract with Vendor/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.

- **Vendor ACH (Direct Deposit) Services**

BPUB 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 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 City of Brownsville and its Brownsville Public Utilities Board are exempt from Federal Excise Tax, State Tax and local sales Taxes. Do not include any taxes in the proposal. If it is later 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 by BPUB 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 contractor agrees not to discriminate against any employee or applicant for employment because of race, national origin, age, religion, gender, sexual preference, marital, veteran status, or physically challenged 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 a minimum wage rate of \$8.00/hour. The BPUB-requires that all Contractors and Subcontractors comply with this policy.

- **Term of Agreement**

The term of agreement of the janitorial services will be from the date of the award for two (2) years with the option to renew for three (3) additional one (1) year periods if service and price are satisfactory and agreed upon in writing by both parties.

- **Contract and Purchase Order**

The services shall be completed in a timely manner as specified in the specifications. A contract for the services will be placed into effect by means of a purchase order issued by the Brownsville PUB Board after tabulation and final Contract approval by the Board.

- **Brownsville Public Utilities Board Rights**

1. If only one or no proposal is received by "submission date", the Brownsville PUB has the right to reject, 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 awards as they may appear to be advantageous to the Brownsville Public Utilities Board.

3. The right to hold proposal for 90 days from submission date without action, and to waive all formalities in proposal.
4. The right to extend the total proposal quote beyond the original 90-day period prior to an award if agreed upon in writing by both parties and if low proposal holds 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. Brownsville PUB has the right to increase or decrease services or number of crews.

- **Reports**

Vendor will be required to provide a written report of projects to be scheduled, timesheets, and payroll every month in excel format.

- **Maintenance Cycle**

Depending on seasonal weather conditions increased cycles may be required, HOWEVER, any additional cycles will not be paid for unless approved in advance by the designated BPUB representative.

- **Corrections**

Any interpretation, correction, or change to the invitation to proposal will be made by ADDENDUM. Changes or corrections will be issued by the Brownsville PUB Purchasing Department. **Addenda will be e-mailed to all who have returned the Proposal Acknowledgement form.** Addenda will be issued as expeditiously as possible. It is the responsibility of the vendors 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 invitation to proposal to ascertain if any addenda have been issued, and to obtain any all addenda, execute them, and return addenda with the response to the invitation to proposal. Addenda may be posted on BPUB's webpage.

1. RECEIPT AND OPENING OF PROPOSALS:

The Brownsville Public Utilities Board, City of Brownsville, Texas (hereinafter called OWNER), invites proposals on the form attached hereto, all blanks of which must be appropriately filled in, in ink, for project titled: **ANNUAL GROUNDS KEEPING MAINTENANCE SERVICE**

The OWNER may consider informal and non-responsive, any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals. Any proposal may be withdrawn by vendor/contract prior to the above scheduled time for the opening of proposals or OWNER authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No CONTRACTOR may withdraw a proposal within at least ninety (90) days after the actual date of the opening thereof.

2. INSPECTION OF SITE:

Each CONTRACTOR shall visit the sites of the proposed work and fully acquaint themselves with the existing conditions there relating to services and labor, and shall fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The CONTRACTOR should thoroughly examine and familiarize themselves with the Contract Documents. The CONTRACTOR, by the execution of the Contract, shall in no way be relieved of any obligation under it due to their failure to receive or examine any form or legal instrument, or to visit the sites and acquaint themselves 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 thereof. Visits to the sites shall be arranged by calling **Jeff Stedje** with the Brownsville PUB Facilities Maintenance Department at **(956) 983-6170 or (956) 459-6587**.

3. PREPARATION OF PROPOSAL AND USE OF SEPARATE PROPOSAL FORMS:

These Contract Documents include a complete set of proposal documents. The CONTRACTOR shall copy all Documents listed in the Table of Contents under the heading PROPOSAL DOCUMENTS and shall submit two sets (original signed and one signed photocopy) of the proposal on these forms. A proposal shall be comprised of the PROPOSAL DOCUMENTS completed by the CONTRACTOR, plus any supplemental information required by the Specifications and Documents, or deemed necessary by the CONTRACTOR to fully describe the offering.

If any of the information submitted as part of the proposal is considered to be proprietary by the CONTRACTOR, they shall clearly and conspicuously identify such intended confidential information in his proposal. BPUB is subject to the provisions of the Texas Public Information Act and cannot legally guarantee confidentiality of submittals and may need to consult with its legal counsel and the Texas Attorney General in rendering decisions on any requested disclosures.

- a) Preparation. Each proposal shall be carefully prepared using the proposal and proposal data forms included as a part of the proposal documents. Entries on the proposal and proposal data forms shall be typed, using dark black ribbon, or legibly written in black ink. All prices shall be stated in written words and numeric figures except where the forms provide for figures only. In case of discrepancy, especially in any sum total extensions, the amount shown in written words/unit prices will govern.

The CONTRACTOR shall acknowledge, in the space provided in the proposal form, receipt of each Addendum issued for the Specifications and Documents during the proposal period.

The CONTRACTOR shall assemble any supplementary information necessary to thoroughly describe work, materials and equipment covered by the proposal, and shall attach such supplemental information to the copies of the Specifications and Documents submitted.

- b) Signatures. Each CONTRACTOR shall sign the proposal with their usual handwritten signature and shall give the full business address. The CONTRACTOR's name stated on the proposal shall be the exact legal name of the firm. The names of all persons signing should also be typed or printed below the signature.

Proposals by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. A complete list of the partners shall be included with the proposal.

Proposals by a corporation shall be signed in the official corporate name of the corporation, followed by the signature and designation of the "president," "secretary," or other person authorized to bind the corporation.

A proposal by a person who affixes to their signature the word "president," "secretary," "agent," or other designation, without disclosing the principal, will be rejected. Satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished. Bidding corporations shall designate the state in which they are incorporated and the address of their principal office.

- c) Submittal. The original proposal (and its accompanying photocopy) shall be transmitted to arrive at the designated address not later than the date and time stipulated in the Legal Notice and Request for Proposals.

Submit the original signed proposal (and its accompanying photocopy) to:

Brownsville Public Utilities Board of the
City of Brownsville, Texas
1155 FM 511
Olmito, Texas 78575

Attention: Mrs. Diane Solitaire
Purchasing Department

Each proposal must be submitted in duplicate as stated above (original signature and photocopy), in a sealed envelope bearing on the outside the name of the CONTRACTOR, the address, and the name of the project for which the proposal is submitted. If forwarded by mail, the sealed envelope containing the proposal itself must be enclosed in another envelope addressed as specified in the proposal form.

4. METHOD OF PROPOSAL: UNIT PRICE AND LUMP SUM.

Prices shall be firm, not subject to qualification, condition, or adjustment. Prices shall be in United States dollars. Prices shall be lump sum except where unit prices are requested by the proposal forms. When unit price items are required by the proposal, the unit prices for each of the several items in the proposal of each CONTRACTOR shall include its pro-rata share of overhead, so that the sum of

the products obtained by multiplying the quantity shown for each item by the unit price proposal, represents the total proposal. Any proposal not conforming to the requirement may be rejected as informal and non-responsive. The special attention of all CONTRACTORS is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work pursuant to public competitive proposal statutes (i.e., difference in cost) shall not cumulative increase or decrease the original Contract price by more than twenty-five (25%) percent. The CONTRACTOR must agree to a proposed decrease only that exceeds twenty-five (25%) percent of the original Contract price must be agreed to in advance by the Contractor.

5. DISCLOSURE BY CONTRACTOR:

Each CONTRACTOR shall submit with the proposal documents, on the form furnished for that purpose, the Pre-Bid Disclosure Statement showing their experience record in performing the type of work embraced in the contract, the organization and equipment available for the work contemplated, and, when specifically requested by the OWNER, a detailed financial statement. The OWNER shall have the right to take such steps as it deems necessary, including telephonic contact to other owner references, to determine the ability and responsibility of the CONTRACTOR to perform the obligations under the Contract and the CONTRACTOR shall be responsive in furnishing the OWNER all such information and data for this purpose as it may request. OWNER reserves the right to reject any proposal where an investigation of the available evidence or information does not satisfy the OWNER that the CONTRACTOR is responsible to properly carry out the terms of the Contract. This shall also apply to any proposed SUBCONTRACTOR(s).

6. SUBCONTRACTS: (NOT APPLICABLE)

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.

7. BID SECURITY:

Each proposal must be accompanied by a certified or cashier's check, or a proposal bond prepared on the form of the proposal bond attached hereto, duly executed by the CONTRACTOR as principal and having as surety therein a surety company approved by the OWNER, and authorized to do business in the State of Texas, in the amount of not less than five (5%) percent of the total proposal amount, but not less than \$2,500.00. Such checks, or bid bonds will be returned to all except the three lowest CONTRACTORS within fifteen (15) days after the opening of proposals, and the remaining checks, or proposal bonds will be returned promptly after the OWNER and the accepted CONTRACTOR have executed the contract or if no award has been made, within ninety (90) days after the date of the opening of proposals. The bid security will be returned upon demand of the CONTRACTOR at any time thereafter, so long as they have not been notified of the acceptance of their proposal.

8. ADDENDA AND INTERPRETATIONS:

No oral interpretations by OWNER and its representatives shall be binding upon OWNER as to the meaning of the contract documents, or other pre-bid documents.

Any interpretation, correction, or change to the Invitation to Proposal will be made by ADDENDUM only. Changes or corrections will be issued by the Brownsville PUB Purchasing Department Only. Addenda will be e-mailed to all who have returned the proposal acknowledgment form. Addenda will be issued as expeditiously as possible. It is the responsibility of the vendors/contractors 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 Invitation to Proposal to ascertain if any Addenda have been issued, and to obtain any all Addenda, execute them, and return Addenda with the response to the Request for Proposal. All Addenda so issued shall become part of the Contract Documents. Addenda may also be posted on BPUB's webpage.

9. FACSIMILE MODIFICATION:

Any CONTRACTOR may modify their proposal by facsimile communication at any time prior to the scheduled proposal closing time for receipt of proposals, provided such facsimile communication is received by the OWNER, in the BPUB Purchasing Department, prior to the closing time, and provided further, the OWNER is satisfied that a written confirmation of the facsimile modification over the signature of the CONTRACTOR was also mailed to OWNER prior to the closing time. The facsimile communication should not reveal the total proposal price, but should provide the addition or subtraction, or other modification, so that the final prices or terms will not be known by the OWNER until the original sealed proposal is opened and the modification computed by OWNER.

Revised proposals submitted before the opening of proposals, whether forwarded by mail, electronically or by facsimile if representing an increase in excess of two percent (2%) of the original proposal, must have the bid security (bid bond or check) adjusted accordingly; otherwise the proposal will not be considered responsive.

If written confirmation and originally signed confirmation of a proposal revision is not received within three (3) calendar days after the proposal closing time, no consideration will be given to any proposed adjustment contained in the facsimile modification.

10. TIME FOR RECEIVING PROPOSALS:

Proposals received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered.

CONTRACTORS are cautioned that, while electronic or facsimile modifications of proposals may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the proposal so modified or amended, subject to rejection for non-responsiveness.

11. OPENING OF PROPOSALS:

At the time and place fixed for the opening of proposals, the OWNER will cause to be opened and publicly read aloud every proposal received within the time set for receiving proposals, irrespective of any irregularities therein. CONTRACTORS and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn via written, electronic, or facsimile request dispatched by the CONTRACTOR in time for delivery in the normal course of business prior to the time fixed for proposal opening; provided, that written confirmation of any facsimile or electronic withdrawal over the signature of the CONTRACTOR is placed in the mail and postmarked prior to the time set for proposal opening. The bid security of any CONTRACTOR withdrawing their proposal in accordance with the foregoing conditions will be returned promptly.

13. AWARD OF CONTRACT: REJECTION OF PROPOSALS:

The Contract will be awarded to the responsive and responsible CONTRACTOR submitting the lowest proposal complying with the conditions and requirements of the Legal Notice and Request for Proposals. The CONTRACTOR to whom the award is made will be notified at the earliest possible date. The OWNER, however, reserves the right to reject any and all proposals and to waive any informality in proposals received, whenever such rejection or waiver is in BPUB's interest.

The OWNER reserves the right to consider as not responsible, any CONTRACTOR who does not habitually perform with his own forces the major portions of the work involved in performance of the personal services embraced in this Contract. This provision is meant to prevent wholesale assignment and "brokering" of awarded contracts.

14. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND:

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful CONTRACTOR shall execute and deliver to the OWNER an agreement in the form included in the Contract Documents in such number of copies as the OWNER may require.

Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful CONTRACTOR shall, within the period specified in the preceding paragraph, furnish a Performance Bond and Payment Bond, in accordance with the following parameters:

- a.) 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 and timely performance of the Work in accordance with the Plans, Specifications, and Contract Documents. Said Bond shall be solely for the protection of the OWNER.
- b.) 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 protection of all proper claimants supplying labor and material in the prosecution of the Work provided for in the Contract, for the use of each such claimant perfecting a proper claim. Payment Bonds are required

under Texas law, since no mechanics' liens are allowed against BPUB's public property assets.

When bonds are required, they shall serve as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted to for labor, materials, tools, equipment, or services of any nature, including utility and transportation services employed or used by him in performing the work. Such bonds shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be signed by a guaranty or surety company legally authorized to do business in the State of Texas.

The failure of the successful CONTRACTOR to execute such Agreement and to supply the required bonds and insurance certificates within ten (10) calendar days after the prescribed forms are presented for signature, or within such extended period as the OWNER may grant in writing, based upon reasons determined sufficient by the OWNER, shall constitute a default, and the OWNER may either award the contract to the next lowest responsive and responsible CONTRACTOR, or re-advertise for proposals, and may charge against the defaulting CONTRACTOR the difference between the amount of the defaulted proposal and the amount for which a final contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable proposal is received by re-advertising, the defaulting CONTRACTOR shall have no claim against the OWNER for a bid bond refund.

15. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

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

16. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

CONTRACTOR must agree to commence Work on or before a date to be specified in a written "Notice to Proceed" issued by the OWNER. Vendor shall adhere to cycle schedules as specified in proposal documents.

17. NOTICE OF SPECIAL CONDITIONS:

Attention is particularly called to those parts of the Contract Documents and Specifications which deal with the following:

- A. Insurance requirements.
- B. Indemnification by Vendor.
- C. Wage and Hour Provisions.
- D. State Sales and Use Tax Exemption Provisions

18. LAWS AND REGULATIONS:

The Firm's attention is directed to the fact that all applicable federal, state and local laws, statutes, ordinances, codes and the rules and regulations of all authorities having jurisdiction over performance of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

19. EQUAL EMPLOYMENT OPPORTUNITY:

Attention of CONTRACTORS is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, religion, age, gender, sexual preference, physically challenged condition or national origin.

20. PRE-BID CONFERENCE:

A pre-bid meeting between the OWNER, prospective firms, suppliers, etc., will be held to answer any questions concerning the work. No addenda will be issued at this meeting. Subsequent thereto, if necessary to clear up any written questions, a written Addendum will be issued by the OWNER to all pre-bid conference attendees. The pre-bid meeting will be held at the place, time and date indicated in the Legal Notice and Request for Proposals . Interested parties are invited to attend. Attendance at the pre-bid conference is **MANDATORY** for all vendors interested in the Work for the Project.

21. SUBMITTAL OF TRENCH SAFETY DESIGN: (NOT APPLICABLE TO THIS CONTRACT)

22. INFORMATION TO BE SUBMITTED WITH PROPOSAL:

Each CONTRACTOR shall submit with their proposal pertinent information concerning proposed Contract implementation organization.

- a) Equipment and Materials. In addition to the information submitted on the proposal and proposal data forms, each CONTRACTOR shall submit all specifications and similar descriptive information necessary to describe completely the equipment and materials he proposes to utilize to perform the Work.

The proposal shall be based on equipment and materials which comply with Specifications and Documents in every respect.

- b) Contractor's Field Organization. Each CONTRACTOR shall submit with the proposal an organization chart showing the names of field management, supervisory, and technical personnel, and the details of the management, supervisory, and technical organization which they propose to use for this Project. The successful CONTRACTOR's organizational concept will be subject to the review and acceptance of the OWNER. The experience record of the Contractor's field superintendent shall be submitted with the proposal.

23. PREFERENCE LAW:

Proposal evaluations will take into consideration any Preference Laws of the State of Texas, and any reciprocity laws of other states as they may be addressed by Texas law.

24. SUBSURFACE GEOLOGIC CONDITIONS: (RESERVED)

25. DISPOSAL OF EXCESS MATERIALS:

After completion of this project, there may be in some instances where an excess of material or waste material is left over. In such cases where there is an excess of material, CONTRACTOR shall load and haul it away from the job site and dispose of it in a legal manner so as not to; trespass, adversely impact any protected wetlands; adversely impact the 100 year flood plain, adversely impact any endangered species, or otherwise create drainage diversions or impoundments. No extra remuneration for this work will be allowed.

26. EROSION AND SEDIMENT CONTROL MEASURES:

The CONTRACTOR is expected to conduct his Work in such a manner as to minimize any soil erosion or sediment runoff from the construction site. Earth cuts and fills shall have smooth, flat sideslopes, as generally indicated on the PLANS, to preclude erosion of the soil. Such operations should be timed consistent with the actual need for doing the Work and only to leave raw, unprotected surfaces for a minimum of time.

Existing lawns are to remain intact as far as practical. Such areas as are disturbed shall be duly restored by the CONTRACTOR to as good as or better than original condition using the same type of grass, shrubs, or cover as the original. The CONTRACTOR shall be responsible for correcting any erosion that occurs at his sole cost without claim for extra compensation.

As construction progresses, and in accordance with State and federal laws regulating stormwater runoff and management from construction sites greater than five acres in size, if applicable, (See: Section 405 of the Water Quality Act of 1987, Section 402(P) as amended), and at locations where erosion with sediment runoff occurs or is likely to occur, the CONTRACTOR shall construct temporary ditches, perimeter siltation screens, retainage levees, drains, inlets, or other works to manage, prevent, or correct the possible conditions. Upon completion of the Work, such facilities shall be removed.

During construction, the CONTRACTOR shall take the necessary precautions to see that erosion is controlled and sediment runoff is prevented so as to protect the quality of any neighboring water bodies.

27. SAFETY PROVISIONS:

CONTRACTOR shall provide barricades, flares, warning signs, and/or flagmen so that danger and inconvenience to the OWNER, public, railroad and any job site working personnel will be mitigated.

In addition to any other requirements of the Contract Documents, the CONTRACTOR shall be responsible for familiarity and compliance with all Federal (OSHA), State, Railroad and local safety rules, laws and requirements.

28. PROTECTION OF PROPERTY AND EXISTING UTILITIES:

Within developed areas, all public and private property along and adjacent to the CONTRACTOR'S operations, including lawns, yards, shrubs, drainage gradients, and trees, shall be adequately protected, and when damages occur, they shall be repaired, replaced, or renewed or otherwise put in a condition equal to or better than that which existed before the CONTRACTOR caused the damage or removal.

An attempt has been made to show all known existing utilities on the PLANS, but the possibility remains strong that some utilities may exist that have not been shown. The CONTRACTOR, through mandatory contact with local utility owners, shall keep themselves informed and take such precautions as necessary to avoid damage and unsafe working conditions for employees.

29. WAGES AND HOURS:

The most recent wage rate determination from the U.S. Department of Labor for Cameron County as amended within the previous three (3) years and as locally adopted by the Brownsville PUB, is a part of these specifications and controls minimum wage, hour and any fringe benefits, with the exception that no wage shall be paid below \$8.00 as established locally by the BPUB.

A copy of the wage rate schedule must be posted at the job site in both English and Spanish and kept posted in a conspicuous place on the site of the project at all times during performance. Copies of the wage rate schedule are included herein, but the responsibility for initial posting and keeping it posted, rests upon the CONTRACTOR.

30. GUARANTEE: (NOT APPLICABLE TO THIS CONTRACT)

31. STATE SALES AND USE TAX EXEMPTION:

Pursuant to 34 Texas Administrative Code 3.291, in order for the Brownsville PUB to continue to benefit from its status as a State Sales and Use Tax Exempt Organization, after August 14, 1991, construction contracts must be awarded on a "separated contract" basis. A "separated contract" is one that distinguishes the value of the tangible personal property (materials such as pipe, bricks, lumber, concrete, paint, etc.) to be physically incorporated into the Project realty, from the total Contract price. Under the "separated contract" format, the Contractor in effect becomes a "seller" to the Brownsville PUB of materials that are to be physically incorporated into the Project realty. As a "seller", the Contractor will issue a "Texas Certificate of Resale" to the supplier in lieu of paying the sales tax on materials at the time of purchase. The contractor will also issue a "Certificate of Exemption" to the supplier demonstrating that the personal property is being purchased for resale and that the resale is to the Brownsville PUB, which is a sales tax exempt entity under UTCA Tax Code Section 151.309(5). Contractors should be careful to consult the most recent guidelines of the State Comptroller of Public Accounts regarding the sales tax status of supplies and equipment that

are used and/or consumed during project work (gas, oil, rental equipment), but that are not physically incorporated into the project realty. Such items are generally not tax exempt. Contractors that have questions about the implementation of this statute are asked to inquire directly with the State Comptroller of Public Accounts, Tax Administration Division, State of Texas, Austin, Texas 78774. Firms will not include any federal taxes in proposal prices since the City of Brownsville and Brownsville PUB are exempt from payment of such federal taxes. "Texas Certificates of Exemption", "Texas Certificates of Resale" and "Texas Sales Tax Permits" are forms available to the Contractor through the regional offices of the State Comptroller of Public Accounts.

**PROPOSAL
P028-23**

Place: Brownsville PUB Purchasing Department
1155 FM 511, Olmito, Texas 78575

Due Date: April 7, 2023 by 10:00 AM

Opening Date: April 7, 2023 at 10:15 A.M.

Proposal of _____ hereinafter called CONTRACTOR, a corporation organized and existing under the laws of the State of _____, or, a partnership, or an individual doing business as _____.

To the Public Utilities Board of the City of Brownsville, Texas, hereinafter called OWNER.

Gentlemen:

The CONTRACTOR, in compliance with your invitation for proposals for **ANNUAL GROUNDS KEEPING MAINTENANCE SERVICE**, having examined the Specifications with related Contract Documents and the sites of the proposed Work, and being familiar with all of the conditions surrounding the implementation of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to implement performance of the project in accordance with the Contract Documents, within the time set forth herein, and at the Prices shown in the attached Proposal Schedule. These price(s) are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal is a part. These price(s) are firm and shall not be subject to adjustment provided this Proposal is accepted within ninety (90) days after the time set for receipt of proposals.

CONTRACTOR hereby agrees to commence Work under this Contract on or before a date to be specified in a written "Notice to Proceed" to be issued by the OWNER.

CONTRACTOR agrees to perform all Work for which he contracts as described in the Specifications for the unit prices and/or lump sums shown on the attached Proposal Schedule:

Special Instructions:

Crew(s) must have a cellular phone, provided to them by vendor. Vendor's vehicles must be marked with their Company name (logo), phone number and vehicle unit number on the door with letters readable up to 100'. Vendor's employees shall wear uniform shirts with their Company logo and jeans/slacks and uniforms shall be presentable.

PROPOSAL SCHEDULE

1. Brownsville PUB Admin Building Area

Scope of Work: Grass mowing, tree and plant trimming, and remove all trash clippings from site at Vendor's expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters. Sweep all paved parking lot and sidewalks. Keep all concrete and asphalt areas free of vegetation, including all main building area.

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
Once every 7 days (Saturdays)	52 cycles		
One pre-emergent herbicide application (apply in fall).	1 Cycle		
Two post-emergent herbicide applications (apply in spring)	2 Cycles		
Fertilize the perimeter of Main Building area	2 Cycle		
		Sub-Total	

Provide gardening services every 2 weeks (Fridays):

Vendor	Brownsville PUB	Cycles per Year	Unit Price	Sub-Total per Year
Hand weeding, herbicide, pesticide application; curb scraping, fertilizing mulch application. Vendor to provide herbicide (2) men/6hrs/person	Supply mulch, fertilizer and insecticide	26 Cycles		
Remove encroaching trees		2 Cycle		
		Sub-Total for 1 Location		

2. 511 Service Yard 1155FM 511 Olmito TX

Scope of Work: Grass mowing, tree and plant trimming, and remove all trash clippings from site at Vendor’s expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters. Sweep all paved parking lot and sidewalks. Keep all concrete and asphalt areas free of vegetation, including all areas.

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
Once every 7 days	52 cycles		
One pre-emergent herbicide application (apply in fall).	1 Cycle		
Two post-emergent herbicide applications (apply in spring)	2 Cycles		
Fertilize the perimeter of Main Building area once	1 Cycle		
Pond Maintenance	12 Cycles		
		Sub-Total	

Provide gardening services every 2 weeks:

Vendor	Brownsville PUB	Cycles per Year	Unit Price	Sub-Total per Year
Hand weeding, herbicide, pesticide application; curb scraping, fertilizing mulch application. Vendor to provide herbicide (2) men/6hrs/person	Supply mulch, fertilizer and insecticide	26 cycles		
Remove encroaching trees.		1 Cycle		
		Sub-Total for 1 Location		

3. Annex Building

Scope of Work: Grass mowing, tree and plant trimming, and remove all trash clippings from site at Vendor’s expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters. Sweep all paved parking lot and sidewalks. Keep all concrete and asphalt areas free of vegetation, including all main building area.

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
Once every 7 days (Saturdays)	52 cycles		
One pre-emergent herbicide application (apply in fall).	1 Cycle		
Two post-emergent herbicide applications (apply once in spring and once in fall)	2 Cycles		
Fertilize the perimeter of Main Building area once	1 Cycle		
		Sub-Total	

Provide gardening services every 2 weeks (Fridays):

Vendor	Brownsville PUB	Cycles per Year	Unit Price	Sub-Total per Year
Hand weeding, herbicide, pesticide application; curb scraping, fertilizing mulch application. Vendor to provide herbicide (2) men/6hrs/person	Supply mulch, fertilizer and insecticide	26 cycles		
Remove encroaching trees.		1 Cycle		
		Sub-Total for 1 Location		

4. Cromack

Scope of Work: Grass mowing, tree and plant trimming, and remove all trash clippings from site at Vendor's expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters. Sweep all paved parking lot and sidewalks. Keep all concrete and asphalt areas free of vegetation, including main building area.

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
Once every 7 days	52 cycles		
One pre-emergent herbicide application (apply in fall).	1 Cycle		
Two post-emergent herbicide applications	2 Cycles		

(apply once in spring and once in fall)			
Fertilize the perimeter of Main Building area once	1 Cycle		
		Sub-Total	

Provide gardening services every 2 weeks:

Vendor	Brownsville PUB	Cycles per Year	Unit Price	Sub-Total per Year
Hand weeding, herbicide, pesticide application; curb scraping, fertilizing mulch application. Vendor to provide herbicide (2) men/6hrs/person	Supply mulch, fertilizer and insecticide	26 cycles		
Remove encroaching trees.		1 Cycle		
		Sub-Total for 1 Location		

5. Brownsville PUB Complex

Scope of Work: Grass mowing, tree and plant trimming, and remove all trash clippings from site at Vendor’s expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters. Sweep all paved parking lot and sidewalks. Keep all concrete or asphalt areas free of vegetation (see Technical Specifications). Brownsville PUB Complex includes Crew Building, Analytical Lab, Construction & Maintenance, Parkland Dredge Storage Site, Warehouse Yard and perimeter fence areas, BPUB Drive, Robert Vargas Drive and Ridgemott Street entrances.

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
Crew Building	56 cycles		
SCADA	52 cycles		
Analytical Lab	52 cycles		
Contractor must request the keys from the Warehouse Supervisor or designated person in order to maintain the perimeter fence areas located in the Warehouse yard area.			

6. Wastewater Treatment Plants – Two (2) Locations

Scope of Work: Sweep all paved parking lot and sidewalks. Mow grass on all areas and tree and plant trimming as needed on all areas. Maintaining the grass and tree growth at least six feet from the perimeter of both sides of the fence. Remove all trash and clippings at Vendor’s expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters.

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
South WW Treatment Plant Once every 14 days	26 cycles		
Robindale WW Treatment Plant Once every 14 days	26 cycles		
Two post-emergent herbicide applications all around the fence perimeter (apply once in spring and once in fall) Vendor to provide herbicide	2 Cycles		
		Sub-Total for 2 Locations	

7. Wastewater Treatment North and South Area at Robindale Site, and Dedicate Land Disposal (DLD) Site

Scope of Work: Cut grass and weed control along fence and inside lift station as needed. Remove grass clippings and trash at Vendor's expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters. Weed killer, grass cutting and trash removal activities will take place in the surrounding landscaping areas as needed.

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
20 acres -North area of Robindale WW Treatment Plant	14 cycles		
10.03 acres -South area of WW Treatment Plant – Block #134	14 cycles		
DLD Site 2.4 miles of levees & slope mowing equipment at FM511 and FM802 northeast of the Brownsville Airport Require manual trimming due to uneven terrain.	14 cycles		
		Sub-Total for 3 Locations	

8. Elevated Water Storage Tank Sites – Five (5) Locations

Scope of Work: All areas within and outside the perimeter fence shall be mowed including tree and plant trimmings. Removal of all clippings from sites required at Vendor's expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters. Sweep all paved parking lot and sidewalks. Keep all concrete and asphalt free of vegetation (see Technical Specifications). NOTE: Vendor must pick up and sign for keys from designated BPUB employee prior to visiting site.

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
FM802 Site (No Tank at site) Once every 14 days	26 cycles		
Owens Rd/ E 30 th St Once every 14 days	26 cycles		
Water Tank-Inside UTB area Ridgely Rd Once every 14 days	26 cycles		
Water Tank- E Alton Gloor/ Rustic Manor Dr Once every 14 days	26 cycles		
Elevated storage tank- Martinal Road	26 Cycles		
		Sub-Total for 5 Locations	

9. Martinal Road

Scope of Work: Cut grass, weed control and trash removal activities will also take place in the surrounding landscaped areas as needed at the Vendor's expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters.

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
4316 Martinal Road – 14.8 acre tract Once every 28 days	12 cycles		

10. Water Treatment Plants – Two (2) Locations

Scope of Work: Grass cutting, tree trimming, trimming of plants and removal of all trash and clippings at Vendor's expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters. Sweep all paved parking lot and sidewalks. Keep all concrete and asphalt areas free of vegetation.

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
Water Treatment Plant #1	26 cycles Once every 14 days		
Extra cycles Water Treatment Plant #1- areas along fence within the perimeter of WTP #1	12 cycles		
Water Treatment Plant #2 including the areas along the fence within in the perimeter	26 cycles Once every 14 days		
		Sub-Total for 3 Locations	

11. Power Plant

Scope of Work: Mow areas along levee, cooling tower, perimeter fences and all areas around Power Plant properties. Tree and plant required trimmings along entrance areas and remove all clippings from entrance areas at Vendor's expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters. Sweep all paved parking lot and sidewalks. Keep all concrete and asphalt areas free of vegetation.

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
Once every week around buildings	52 cycles		
14 Power Plant Drive	52 cycles		
		Sub-Total for 1 Locations	

12. BPUB Reservoir Area inside Power Plant

Scope of Work: Mow and trim areas along reservoir bank and levees up to river intake pumps and perimeter fence area with tractor shredder. Remove all clippings and trash at Vendor's expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters.

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
Once every 14 days	26 cycles		
4.5 acre area requires manual trimming due to uneven terrain.	26 cycles or as needed		
		Sub-Total for 1 Location	

13. Mason and Wood Levee Area

Scope of Work: Mow areas along levee, cooling tower, perimeter fences and all areas around Mason Wood Levee (Power Plant properties) as per map provided. Tree and plant required trimmings along entrance areas and remove all clippings from entrance areas at Vendor’s expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters.

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
1.36 acre area requires manual trimming due to uneven terrain.	26 cycles or as needed		
		Sub-Total for 1 Location	

14. Other BPUB Properties – Vendor must visit each site to determine adequate price per area due to variances in size, terrain, etc.

Scope of Work: Cut grass and weed control along the site and perimeter fence area as needed. Remove grass clippings and trash at Vendor’s expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters. Weed killer, grass cutting and trash removal activities will take place in the surrounding landscaping areas as needed.

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
Twice a month			
A. 35 acres Botanical Gardens at Owens Road	24 cycles		
B. Residential Lot Morrison & Charmaine in Rio Del Sol	24 cycles		
		Sub-Total for 2 Locations	

15. Other BPUB Properties – Vendor must visit each site to determine adequate price per area due to variances in size, terrain, etc.

Scope of Work: Cut grass and weed control along the site and perimeter fence area as needed. Remove grass clippings and trash at Vendor’s expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters. Weed killer, grass cutting and trash removal activities will take place in the surrounding landscaping areas as needed.

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
A. 5 Acre tract off (1479 Rangerville Road) Site #9	12 cycles		

B. 5 Acre tract Luz Avenue off US 281 Military Highway (Site #1)	12 cycles		
C. 3 Acres Wildrose Road Off Central Blvd.(Site #11)	12 cycles		
D. 7.27 acre tract near the Military Highway Water Supply Corp (MHWSC) Water Tank next to Rangerville Road (Site #10)	12 cycles		
E. 5.74 acre tract by the cemetery next to US 281 Military Highway about one mile from Los Indios, Gomez Farm (Site #7)	12 cycles		
G. 0.15 acre tract on 224 Linda Lane off of Southmost Road	24 cycles		
H. 1.75 acre tract off West 13 th Street to North Park Drive (Power Plant) includes a 40' x 80' Metal Warehouse.	24 cycles		
I. 23.7 acre Intersection of Milpa Verde and Monsees Rd	12 cycles		
J. 0.57 acres 2550 E. Polk Street - Fort Brown area	12 cycles		
K. Morrison Road and San Marcelo Blvd.	24 cycles		
L. Hwy 281- 2 Acres Gomez Farms- Behind MHWSC (Site #8)	12 cycles		
M. Leal Road 5.0 Acres Alberto G Garza Jr (Site #4)	12 cycles		
N. Off 281- Cellular Tower- Across from Dollar General- Alberto Garza 5.0 Acres (Site#3)	12 cycles		
O. East of La Paloma – 5.0 Acres Dionisio Escamilla (Site#2)	12 cycles		
P. University- Fort Brown Area Lift Station 15	12 cycles		

Q. N. Robindale WWTP 20 Acres	12 cycles		
		Sub-Total for 16 Locations	

16. Other BPUB Properties across Southmost Regional Water Authority (SRWA) – Vendor must visit each site to determine adequate price per area due to variances in size, terrain, etc.

Scope of Work: Grass mowing, tree and plant trimming, and removal of all trash clippings from site at Vendor’s expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters. (see Technical Specifications).

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
83.5 acre tract on FM 511 - across from SRWA	12 cycles		
111 acre tracts (38.65, 37.28, & 35.70) on FM 511 and Old Alice Road	12 cycles		
		Sub-Total for 2 Locations	

17. Electrical Substations – 17 Locations – Vendor must visit each substation to determine adequate price per substation due to variances in size, terrain, etc.

Scope of Work: Provide product, equipment and licensed personnel to meet the technical specifications. Cost per schedule should include service around the perimeter on a yearly basis (see Technical Specifications).

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
Once every 14 days			
Power Plant Substation Airport Substation Midtown Substation Fort Brown Substation Water Port Substation Union Carbide Substation Loma Alta Substation 6 th Street Substation Titan Substation Price Road Substation Palo Alto Substation FM802 Substation South Plant Substation WP#2/Filter Plant Substation Military Hwy Substation	26 cycles for each substation		

Rio Grande Substation Morrison Road Substation			
	Sub-Total for 17 Locations		

18. Resaca and Raw Water Pumps – 13 Locations – Vendor must visit each pump station to determine adequate price per location due to variances in size, terrain, etc.

Scope of Work: Provide product, equipment and licensed personnel to meet the technical specifications for Vegetation Control for Resaca Pump Stations. Cost per schedule should include vegetation control on a yearly basis.

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
Once every 14 days			
1.- Resaca Pump #1 Boca Chica Blvd. 2.- Resaca Pump #2 Rockwell and Shidler 3.- Resaca Pump #3 Price Road and Railroad tracks	26 cycles		
4.- Resaca Pump #4 Highway 48 at Four Corners 5.- Resaca Pump #5 Alton Gloor 6.- River Pump Station #1, 2, 3, and New Pump Station next to Rio Grande River, 128 Power Plant Drive 7.- Rotary Park Palm Blvd (Drain Valve) 8.- Lakeway (Alton Gloor west side) 9.- Sunset Lake (West Lake Subdivision) 10.- Alton Gloor overflow (across from Stripes Convenience Store) 11.- Parkland Pond 12. Cromack Next to Guard Shack located on Robinhood Drive (Resaca Intake) 13.- Resaca Paredes Overflow (Corner of Paredes and E. Alton Gloor)	26 cycles		
	Sub-Total for 13 Locations		

FACILITY AREA

1. Lift Stations-All Locations (see Appendix for Lift Station list) – Vendor must visit each lift station site to determine adequate price per lift station due to variances in size, terrain, etc.

Scope of Work: Cut grass and weed control along fence and inside lift station as needed. Remove grass clippings and trash at Vendor’s expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters. Weed killer, grass cutting and trash removal activities will take place in the surrounding landscaping areas as needed (see Technical Specifications).

2. NOTE for Safety Reasons A Gas Monitor is required before entering any lift station.

Model: Ventis MX4 Personal Multi-Gas Monitor (LEL-CO-H2S-O2)

Brownsville Public Utilities Board Lift Station & By-Pass Pump Addresses & Locations

L.S #	Lift Station Address	Lift Station Location
1	4702 PADRE ISLAND HWY	14th St. & Resaca
2	2105 N MINNESOTA AVE	Minnesota & 14th St.
3	1000 N CENTRAL AVE	Palm Gardens
4	4577 Boca Chica Blvd	Central Ave. & Boca Chica Blvd.
5	382 N. Iowa Ave	Iowa Estates
6	1991 Billy Mitchell Blvd	Billy Mitchell & Iowa (Trico)
7	495 S. Central Ave	Billy Mitchell & Central Ave.
8	2702 La Villita St	La Villita & East Ave.
9	1797 Coolidge St	Coolidge & International
10	1328 Roosevelt St	13th St. & Roosevelt
11	1200 GRANT ST	Grant & 12th St.
12	2000 JOHNSON ST	Roosevelt
13	565 AVENIDA DEL ORO	El Pedregal
14	2167 Ringgold St	Lincoln Park
15	2217 W UNIVERSITY BLVD	Fort Brown
15	2217 W UNIVERSITY BLVD	Fort Brown (Stand-by Power)
16	38 Sam Pearl Blvd.	12th St. & River Levee
17	405 CALLE AMISTOSA	6th St. & Calle Amistad
18	1238 TRUMAN DR	Roosevelt Estates
19	144 Dew St	Dew Bates (La Muralla)
20	1225 E. 6th St	6th St. & East Harrison
21	22 RINGGOLD ST	Central Park & Ringold
22	555 W 6TH ST	Villa Maria
23	636 CALDER LN	Riverside
25	1221 CENTRAL BLVD	Central Blvd. & Lakeside
27	2 N CORIA ST	Boca Chica Blvd & Coria
28	190 MILITARY HWY	Camino Del Rey & 281
29	203 JO ANN LN	La Lomita (281)
30	90 EAST DR	East Drive & Los Ebanos
33	2204 MIRASOL AVE	Beacon
33	2204 MIRASOL AVE	Beacon (Stand-by Power)
34	1303 E SAN MARCELO BLVD	Brownsville Country Club (East)
35	1402 GUADALAJARA CT	Brownsville Country Club (North)

36	1767 W SAN MARCELO BLVD	Brownsville Country Club (West)
37	212 HACIENDA LN	Hacienda Lane (La Feria Road)
38	882 OLD ALICE RD	Expressway & Old Alice
39	1833 STANFORD AVE	Loma Linda (Alley)
40	372 OAK ST	Poinsetta (Alley)
41	2341 E LOS EBANOS BLVD	Thomas
42	402 GALVESTON RD	Galveston Road
43	1866 Galveston Road	Galveston Rd. (Candlewick Apts.)
44	45 TAN OAK CIR	Palo Verde
45	2644 E. Price Road	Price Road & Eagle Drive
46	2800 Hackberry Lane	Hackberry & Old Port Isabel
47	200 E PRICE RD	Land O' Lakes & East Price Rd.
48	403 LAND-O-LAKES DRIVE	Robin Hood Dr. & Land O' Lakes
49	4939 SOUTHMOST ROAD	Las Ventanas
50	741 ESPERANZA RD	Esperanza Road
51	3 KINGS HIGHWAY	Kings Highway
52	3003 Old Alice Road	La Plaza Apts. (Old Alice)
53	1112 SORRENTO DRIVE	Fox Fire (Quail Hollow)
55	2239 AVY LN	Chachalaca & FM 802
56	3065 MCALLEN RD	McAllen Road
57	8000 Pablo Kisel Blvd.	Pablo Kisel (New K-Mart)
58	1089 RUBEN M TORRES BLVD	Jefferson Property
59	6855 RUBEN M TORRES BLVD	Vermillion & 802
60	1100 LA POSADA DR	La Posada Sect I
61	2011 RUBEN M TORRES BLVD	Leon Gardens (FM802)
62	3000 Old Spanish Trail	Quail Hollow (FM802)
63	3657 RUBEN M TORRES BLVD	Robindale & FM802
63	3657 RUBEN M TORRES BLVD	Robindale & FM802 (Stand-by Power)
64	3443 OLD HIGHWAY 77	Old 77 & FM802
64	3443 OLD HIGHWAY 77	Old 77 & FM 802 (Stand-by Power)
65	1977 Rubin M. Torres Sr. Blvd.	Paredes & FM802
67	5200 COMMERCIAL DR	East Industrial Park
68	4700 STAGECOACH TRL	El Chaparral (Alton Gloor)
69	1580 LA POSADA DR	La Posada Sect II
70	1 LA POSADA DR	La Posada Sect III
72	2472 OLD SPANISH TRL	Quail Hollow 10
73	3521 WARWICK GLEN	Town North
74	4750 SOUTHMOST BLVD	Palmas Del Sur
75	1230 CEDAR RIDGE DR	Lakeway (3248)
76	585 AVENIDA DEL SOL	Palacio Del Sol (Expressway & Frontage)
77	1750 ROBINDALE RD	Robindale Estates
78	3200 LAZY ACRES	Lazy Acres
79	5204 AMATISTA DR	Valle Del Oro
80	4694 Towerwood Dr.	Industrial Park West
81	2511 N VERMILLION AVE	El Lago Subdivision
82	1594 CALLE ESPACIO	Colonia Galaxia (FM 802)
83	372 RANCHO VIEJO BLVD	Rio Del Sol Subdivision
85	215 Morningside Rd.	Riverview
86	108 El Paso Road	Wild Rose Estates (El Paso Rd.)
87	445 HABANA ST	Brownsville Country Club XI
88	1801 Boca Chica Blvd.	Aldridge St. (Behind Taco Stand)
89	45 ORANGE STREET	Brownsville Health Clinic

90	61 SOTO DR	Bates Circle (Exp. 77 & Frontage)
91	609 S. VERMILLION AVENUE	Foreign Trade Zone
92	5600 PASO REAL DR	Paso Real
93	4275 OLD HIGHWAY 77	Mauldin Field (Old Hwy 77)
95	100 WINTER HAVEN LN	Winter Haven
96	764 VILLA VERDE DRIVE	Villa Verde (Alley)
97	4180 BOCA CHICA BLVD	Town East Apts.
98	5600 EXPRESSWAY 77 NORTH FRONTAGE RD	Oklahoma (Hwy. 77 & Frontage)
99	1080 SQUAW VALLEY DR	Hidden Meadows (3248)
101	4348 JAIME J ZAPATA AVE	Coffee Port Rd.
102	1855 N VERMILLION AVE	Las Palmas (Vermillion Rd.)
103	122 Paredes Avenue	Paredes & Hidalgo
104	2040 N CENTRAL AVE	International Industrial Park
105	7938 SOUTHMOST RD	Southmost & Dakota
106	6341 DOCKBERRY RD	FM511 & Dakota
107	103 MILITARY HWY	Pedro Morales (281)
108	805 MILITARY HWY	Neil Palmer (281)
109	6800 MILITARY HWY	Military North (3248 & 281)
110	102 CAMERON AVE	Duncan Rd. (102 Cameron)
111	4400 PAREDES LINE RD	Cameron Park
112	4409 E MORRISON RD	Morrison & Robindale Rd.
113	7040 BEACHWAY AVE	Oakland & Beechway
114	2594 COTTAGE DR	La Posada Sect V
115	2905 W ALTON GLOOR BLVD	Flor Del Mayo (FM 3248)
116	6114 SOUTHMOST BLVD	Southmost & Maverick Rd.
118	1600 BRIARWYCK DR	Briarwyck Sub. (FM 3248)
119	2213 SUNSET LAKE AVE	Sunset Lake Sub. (FM3248)
120	5849 LOURDES BLVD	Resaca Grande Subdivision
121	7409 VILLA PANCHO DR	Villa Pancho (FM 511)
122	399 WINDWOOD WAY	Windwood Subdivision (Alton Gloor)
123	350 BOISE CT	Rio Del Sol Subdivision II
124	2223 S. Dakota Avenue	California Estates
125	7727 Padre Island Hwy	Highway 48
126	5939 LOURDES BLVD	Resaca Grande Subdivision
127	501 N VERMILLION AVE	Vermillion Valley
128	931 TORONJA AVE	El Naranjal Sub. & FM 511
129	2702 RANCHO VIEJO AVE	Cameron Park School
130	3299 EMERALD VALLEY BLVD	Emerald Valley
131	6308 Paredes Line Road	CK Technologies
132	6183 PAREDES LINE RD	Forest North Subdivision
133	2402 SUNNY SKY	Sunny Skies - (FM 511)
134	304 McFadden Drive	VICC Mc Fadden Dr.
135	91 Power Plant Dr.	Power Plant-West 13th St.)
136	4583 RUBEN M TORRES BLVD	FM802 & Central Ave.
137	2501 E UNIVERSITY BLVD	Expressway & East Ave. (Veterans)
138	76 HAYNES LN	3301 Coffee Rd
139	3560 W ALTON GLOOR BLVD	Super Wal-Mart & 3248
140	6150 OLD ALICE RD	Villa Del Norte-Oklahoma & Old Alice
141	2740 Seville Blvd.	ParkView Subdivision-Hudson Property
142	338 ARROYO BLVD	Pine Creek Subdivision (North Expressway)
143	2909 ATHENS ST	Birding Center (3248)

144	6033 JAIME J ZAPATA AVE	6033 Jaime Zapata (Hwy 48)
145	519 NARANJAL DR	519 Naranjal Dr.
146	2526 LAREDO RD	Costa Del Sol
147	7941 RUBEN M TORRES BLVD	Rivera Heights Subdivision. - FM802
148	1815 FM 511	Palo Alto & FM511
149	3 Dean Porter Park Drive	Dean Porter Park (Ringgold Street)
150	6051 Stagecoach Trail (Apple)	Cross Country Trails-The Woods
151	6025 TIGER DR	Ocelot Grove 6025 Tiger Dr.
152	301 NARANJO RD	Los Pinos Subdivision, Section V
153	1251 FM 511	SRWA (At Lift Station)
154	1021 S. Minnesota Avenue	1021 S. Minnesota Ave Airport
156	1 DOMINICA DR	8750 FM 1732
157	1 PINEDA BLVD	The Woodlands #1 (1567 Dennett)
158	8671 BLUE SAGE LN	Summer Hill Subdivision Section. I
159	1100 SPORTS PARK BLVD	Brownsville Sports Park
160	10050 SOUTHMOST RD	Southmost & Main
161	4259 S BROWNE AVE	El Jardin Subdivision
162	10999 SOUTHMOST RD	El Jardin Subdivision
163	3250 HANOVER PL	Heritage Place Subdivision Section II
165	9651 ALASKA RD	El Jardin Subdivision (Valle Escondido)
166	3357 S OKLAHOMA AVE	El Jardin Subdivision (Valle Escondido)
167	1855 PALM BLVD	University Plaza Subdivision, Phase I
168	3847 MERCEDES RD	Spanish Trails Estates
169	7001 NOBLE PINE	Los Vecinos Subdivision Section. V
170	1023 N VERMILLION AVE	Villa De Jardin Subdivision
171	317 RAMIRENO	Ramon Vela Subdivision
172	1943 OLD PORT ISABEL ROAD	El Jardin Subdivision
173	7202 Paredes Line Rd	North Brownsville Industrial Park
174	123684 Estero_loc Dr	Boca Chica Blvd. & Estero Dr.(239-233)
175	125632 Boca Chica_loc Blvd	Boca Chica Blvd. & Airport (239-233)
176	999999 N Minnesota Ave	Minnesota & Bernal (239-233)
177	110504 Mildred_loc St	254 Mildred (rear) (231-235)
178	109380 Palm_loc Blvd	1834 Palm Blvd (231-235)
179	109382 Palm_loc Blvd	1844 Palm Blvd (231-235)
180	109434 Belvedere_loc Dr	4 Belvedere Dr. (231-235)
181	135796 Old Port Isabel_loc Rd	Old Port Isabel Rd. & Knights of Columbus(231-235)
182	148344 Wild Olive_loc Ln	Wild Olive & Las Mesquites (244-232)
183	158381 Palmas_loc Ln	Country Club Dr.- Restaurant (244-232)
184	147883 Champions_loc Dr	450 Champion Dr.(244-232)
185	22 Calle Retama	Retama & Palm Blvd
186	80 PALMAS LN	Septic Tank with a bypass pump (behind house)
188	9001 Boca Chica Blvd.	Boca Chica & Browne
189	9151 Houston Road	Houston Rd. & Brownie Rd.
190	501 S. Oklahoma Ave.	Oklahoma Ave. & Hockaday Rd.
191	1802 Indiana Ave.	Ruben M. Torres & Indiana Ave.
192	1500 N. Illinois Ave.	Illinois Ave. & Maryland Rd.
193	211 North Indiana Avenue	Indiana Ave. & Boca Chica Blvd.
194	7888 Florida Road	Florida Rd. & N. Indiana Rd.
BPS #	By- Pass Pump Station Address	By-Pass Pump Station Location
4	999999 N Minnesota Ave.	Minnesota and Bernal (239-233)
9	109434 Belvedere_loc Dr	4 Belvedere Dr. (231-235)

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
Lift station and By-Pass Pump Stations	24 Cycles		
Remove encroaching trees.	12 Cycles		
	Sub-Total for Lift Station Locations		

2. Other BPUB Lift Station Properties – Vendor must visit each site to determine adequate price per lift station due to variances in size, terrain, etc.

Scope of Work: Cut grass and weed control along fence and inside lift station as needed. Remove grass clippings and trash at Vendor’s expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters. Weed killer, grass cutting and trash removal activities will take place in the surrounding landscaping areas as needed (see Technical Specifications).

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
Once every two months			
A. Lift Station #123 Harbor Heights Subdivision (Boise Court)	24 cycles		
B. Lift Station #35 Brownsville Country Club off San Marcelo Blvd.	24 cycles		
C. Lift Station #20 Next to 6 th Street Electric Substation	6 cycles		
D. Lift Station #83 on Morrison Road & Charmaine Road in Rio Del Sol Subdivision	24 cycles		
	Sub-Total for 4 Locations		

FACILITY AREA - SRWA
Southmost Regional Water Authority (SRWA) - Wells

Scope of Work: Grass mowing, tree and plant trimming, and removal of all trash clippings, from site at Vendor's expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters. (see Technical Specifications).

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
SRWA - 20 Wells Mowing around the perimeter of the wells. Once every month Well size: #1 - 1 acre #2 - 2.5 acre #3 - 10 acre #4 - 2.5 acre #5 - 1 acre #6 - 10 acre #7 - 1 acre #8 - 10 acre #9 - 2.5 acre #10 - 3 acre #11 - 5 acre #12 - 2.5 acre #13 - 13.4 acre #14 - 5 acre #15 - 10 acre #16 - 2.5 acre #17 - 2.5 acre #18 - 3 acre #19 - 10 acre #20 - 2.5 acre	12 cycles		
		Sub-Total for 20 Locations	
Remove encroaching trees on all SRWA well site roads leading into the properties	1 Cycle		

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
Vendor			
Herbicide, pesticide application To apply around the buildings and gravel area only	4 cycles		

Tree trimming on the access road. Once every month for Wells #1, 2, 16, and 20	12 cycles		
		Sub-Total for 4 Locations	

2. Southmost Regional Water Authority (SRWA) – Generators

Scope of Work: Grass mowing, tree and plant trimming, and removal of all trash clippings, from site at Vendor’s expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters. (see Technical Specifications).

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
0.5 acre (1ea) Generator at Rego Rd. – inside the fence and around the perimeter. Once every 2 months	6 cycles		
0.5 acre (1 ea) Generator at frontage and Orange Grove Road – inside the fence and around the perimeter. Once every 2 months	6 cycles		
Herbicide service on parking lot at RO Process Building	12 cycles		
		Sub-Total for 3 Locations	

3. Southmost Regional Water Authority (SRWA)-Office Area

Scope of Work: Grass mowing, tree and plant trimming, and removal of all trash clippings from site at Vendor’s expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters. (see Technical Specifications).

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
SRWA – Office Area	40 cycles		
SRWA – Office Outer Area / Maintain 5-6 feet outside of perimeter fence line and on each side of sidewalk and stairway to the outfall area. Maintain inside area of the netting at the drying lagoons.	20 cycles		

SRWA – Ditch Area Back (north) fence line to be mowed all the way to the road on the ditch berm.	12 cycles		
SRWA – Office Area Gardening service.	40 Cycles		

Vendor			
Herbicide, pesticide application	6 cycles		
		Sub-Total for 3 Locations	

FACILITY AREA

1. Brownsville PUB Administration Building and Complex Area – Palm and Tree Trimming - Vendor must visit each site to determine adequate price per area due to variances in size, terrain, etc.

Scope of Work: Trimming services for palms and trees above 8 ft or higher as needed. Remove and proper dispose of branches at Vendor's expense. Trash clippings are not to be dumped into BPUB trash bins/dumpsters. Trash removal activities will take place in the surrounding landscaping areas as needed (see Technical Specifications).

Schedule	Cycles per Year	Unit Price	Sub-Total per Year
30 each Trees located at Brownsville PUB Administration 8 each Trees located at BPUB Water Plant #2 Premium trim, lift, and reduce weight for the trees around the Brownsville PUB Administration Building and Water Plant #2	2 cycles		
86 each Palm Trees located at Brownsville PUB Administration. Prune palm trees with the 10:2 shape cut	2 cycles		
24 each Palm Trees located at Robindale Wastewater Treatment Plant 16 each Palm Trees located at South Wastewater Treatment Plant Prune palm trees with the 10:2 shape cut	2 cycles		
Old Service Yard WTP2 Prune and Shape trees	2 cycles		
ANNEX Prune and Shape trees	2 cycles		
511 SERVICE YARD Prune and Shape trees	2 cycles		

16 each Palm Trees located at Southmost Regional Water Authority Prune palm trees with the 10:2 shape cut	2 cycles		
Note: job sites are accessible for truck to perform the trimming services. Contractor is responsible for cleaning and to removing any debris during the work performed at the job site.			
	Sub-Total for 8 Locations		
Scrapping Palm Services – Price/foot	1 cycle		

Note: This proposal will be awarded on an all or none basis. **Vendor must quote all items from proposal to be considered.** Vendors who do not quote all items will be disqualified.

Brownsville PUB reserves the right to select ONE vendor for ALL Facility Areas.

FACILITY Areas – YEARLY TOTAL: _____

Crew Service After hour rate due to weather and/or any special event for all ground keeping services.	\$_____ Hourly rate
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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 an additional three (3) one (1) year periods if price and services are satisfactory and agreed upon in writing by both parties.

(____) Yes, contract service can be extended for an additional year without affecting proposal price

(____) No, contract service cannot be extended for an additional year.

CONTRACTOR Acknowledges receipt of the following addenda:

The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

CONTRACTOR understands that the OWNER reserves the right to reject any or all proposals and to waive any informalities in the proposal.

CONTRACTOR agrees that this Proposal shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving proposals.

The undersigned hereby declares that only the persons or firms interested in the proposal as principal or principals are named herein, and that no other persons or firms than are herein mentioned have any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Upon receipt of written notice of the acceptance of this Proposal, CONTRACTOR will furnish the Performance Bond, Payment Bond and Certificates of Insurance and execute the formal Contract attached within ten (10) days as required under the Special Instructions and Exhibit C. The Bid security attached in the sum of _____ (\$ _____) is to become the property of the OWNER in the event the Contract, Performance Bond, Payment Bond, and insurance certificates are not executed or delivered within the time above set forth, as mutually agreed to liquidated damages and not as a penalty for the delay and additional administrative expense to the OWNER caused thereby; otherwise the Bid security will be returned upon the signing of the Contract and delivering the approved Performance Bond, Payment Bond and insurance certificates.

Seal affixed here if PROPOSAL is by a Corporation:

Respectfully submitted,

By: _____
Signature *Failure to sign proposal will disqualify it*

Print Name / Title

Company Name

Address, City, State, Zip Code

Phone Number

Fax Number/E-mail address

Signed, this _____ day of _____ 20____.

Principal

Surety

By: _____

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

CONTRACTOR'S

PRE-BID DISCLOSURE STATEMENT

All questions must be answered or your proposal 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 Contractor 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 proposal?__ 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: _____

**TECHNICAL SPECIFICATIONS
GENERAL INTENT, REQUIREMENTS AND CONDITIONS**

1. **INTENT:** It is the intent of the Brownsville PUB to establish a term contract with a qualified Service Provider to provide grounds keeping maintenance services for Brownsville PUB facilities and properties located throughout the City of Brownsville and outlying areas.

Facility Areas (FA) have been established to identify and quantify the required mowing services. (See APPENDIX)

2. **SCOPE:** Term contract will be awarded for the following:

Furnish all personnel, vehicles, and equipment; including, but not limited to, tractor and self-propelled mowers, string line trimmers, and hand tools needed to effectively perform Grounds Keeping Maintenance service see attached mandatory equipment list.

3. **ALLOWANCE OF IN-HOUSE WORK:** No section or portion of the contract shall be constructed or interpreted to preclude the Brownsville PUB from accomplishing any task, or undertaking any operation or project, utilizing its own work force.

4. **TERMS:** 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 an additional three (3), one year periods, if price and services are satisfactory and agreed upon in writing by both parties.

5. **PRICE:** The price will remain firm for the initial two (2) year contract period.

6. **PAYMENT TERMS:** Payment will be made on a monthly basis after satisfactory completion and inspection of the work by Brownsville PUB personnel. Submit invoices to Brownsville Public Utilities Board, Attn: Facilities Maintenance Dept., P.O. Box 3270, Brownsville, Texas 78523-3270.

7. **TERMINATION FOR DEFAULT:** The service provider's right to perform this contract may be terminated by the Brownsville PUB in the event that services are not performed as called for in the contract. Thereafter, the Brownsville PUB may have the service performed by others and the contractor shall be liable for all costs to the Brownsville PUB in excess of the contract price for the remaining portion of the contract. If, through any cause, Service Provider shall fail to fulfill in timely and proper manner their personal service obligations under this Contract, or if Service Provider shall violate any of the covenants, agreements, or stipulations of this Contract, the Brownsville PUB shall thereupon have the right to terminate this Contract by giving written notice to Service Provider of such termination and specifying the date thereof, within thirty (30) days before the effective date of such termination.

8. **TERMINATION FOR CONVENIENCE:** If the Brownsville PUB elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date.

The service provider will be paid for all labor and material provided as of the termination date. No consideration will be given for loss of anticipated revenue on the canceled portion of the contract.

9. INTERRUPTED SERVICE: After an interruption caused by severe inclement weather or other disaster the service provider must be prepared to complete the work without unnecessary delays.
10. INSPECTION AND ACCEPTANCE: The Brownsville PUB's inspection and acceptance of contractual compliance will be accomplished by a representative of the Environmental Department. The name and telephone number of each Brownsville PUB representative appointed for this contract will be furnished in writing to the contractor prior to commencement of the contract period.
11. PERFORMANCE: All work performed shall be of high quality and in accordance with good practices, procedures and industry standards. The service provider must conform to all Federal, State, and Local laws and governmental regulations.
12. RESPONSIBILITY OF SERVICE PROVIDER: The service provider, at no expense to the Brownsville PUB, shall:
 - a. Obtain all necessary licenses and permits required in full performance of this contract.
 - b. Provide competent supervision during the term of this contract necessary to perform the work as required.
 - c. Maintain on site, at all times work is being performed, an individual who represents the contractor and can adequately communicate, both orally and in writing, with the Brownsville PUB representative.
 - d. Take the precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury, that occurs as a result of their fault or negligence.
 - e. Perform the work without unnecessary interference with other contractors' work or Brownsville PUB activities.
 - f. Provide all necessary labor, equipment, and materials required to perform the work required by this contract.
 - g. Service Provider agrees that its personnel and equipment shall at all times present a neat appearance. Service Provider's employees are required to dress in uniforms complete with company logos on shirts. Clothing and apparel must be clean and pressed- **torn clothing and un-tucked shirrtails are considered unprofessional and will not be allowed. Employees are required personal protective equipment (PPE) including but not limited to hard hat, safety glasses, gloves, and safety shoes.**

- h. A Job Safety Analysis (JSA) form must be filled out and signed by the SERVICE PROVIDER prior to the execution of this Contract and updated every month (See Exhibit H”).
- i. All Service Provider vehicles and equipment must be easily identified as owned or under the control of the Service Provider by means of signs with easily identifiable company logos and vehicle numbers visible up to 100’. In addition, all vehicles and equipment must be insured in accordance with Brownsville PUB insurance requirements (see Exhibit C) and current with all state required safety inspection requirements and vehicle registrations.
- j. Vehicles must carry and deploy sufficient warning signs for pedestrians and vehicles warning them of present dangers as required by law or industry standards.
- k. Crew(s) must have a cellular phone, provided to them by service provider.

13. HOLIDAYS EXCLUDED: Service will not be required, except in emergency situations, or “special events”, on regularly scheduled Brownsville PUB holidays. Below is a list of Brownsville PUB holidays:

New Year’s Day	Martin Luther King Day	President’s Day	Cesar E. Chavez
Good Friday	Memorial Day	Emancipation Day	Independence Day
Labor Day	Veterans Day	Thanksgiving Day	Day after Thanksgiving
Christmas Day			

After award, the service provider will be furnished with the latest list of the Brownsville PUB holidays complete with the month and day of the week the holidays will be in effect.

14. RESTORATION OF DAMAGES: The restoration of any damage(s) to the Brownsville PUB property, or to any adjoining/adjacent private or public property, resulting from the Service Provider’s performance of this contract shall be the responsibility of the service provider. The service provider will, within two (2) weeks from notification either verbal or formal, contact the claimant and attempt to resolve the claim with due regard for Brownsville PUB’s public relations. All valid claims must be resolved within thirty (30) days of notification. In the event the service provider does not contact the claimant or resolve the claim in the time frame above; the Brownsville PUB may investigate the complaint and determine its validity. Damages determined by the Brownsville PUB to be valid and due to the act(s) of the service provider, or other personnel while performing under this contract, may be corrected by Brownsville PUB and the costs incurred deducted from monies due the service provider. Repeat failures by the service provider to contact claimants or settle claims may be the basis for termination of the contract.



BROWNSVILLE
PUBLIC UTILITIES BOARD
NOTICE OF AWARD

TO: _____

Project Description: P028-23 GROUNDS KEEPING MAINTENANCE SERVICE

Dear _____,

The Brownsville PUB has considered the PROPOSAL submitted by you for the above-described personal services project in response to its Legal Notice and Request for Proposals dated April 7, 2023 and Instruction to Contractors.

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

You are required by the Instructions to Contractors to execute the attached two (2) Agreements and furnish the required Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute the Agreement and furnish the required Performance Bond, Payment Bond and insurance certificates within ten calendar (10) days from the date of this Notice, Brownsville PUB will be entitled to consider all your rights arising out of the Brownsville PUB's acceptance of your Proposal as abandoned and as a forfeiture of your BID 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: Miguel A. Perez
Title: Chief Financial Officer

ACCEPTANCE OF NOTICE

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

_____ this ____ day

of _____, 20 ____.

By: _____

Name: _____

Title: _____



NOTICE TO PROCEED

DATE: (Insert Date)

TO: _____

RE: Grounds keeping Maintenance Service (P#028-23)

_____:

The Brownsville PUB has received the executed Service Contract, Performance Bond, Payment Bond, and required insurance certificates; therefore, this Notice to Proceed letter is being issued to proceed with the Grounds keeping Maintenance Contract. As of _____, 20____, you are to start performing your obligations under the Contract Documents. The duration of this Contract is for one year (365 calendar days) in length and will end one year from the date of this letter. As you proceed, and find the need for any information or assistance, please contact Jeff Stedje at (956) 983-6170_____.

Thank you,

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

*****SAMPLE 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 Work 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 two (2) years from the date of award with option to renew for three (3) additional one (1) year periods (**as set forth in Exhibit “A” SCOPE OF SERVICES**).

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. **Annual contract amount shall not exceed \$ _____, unless amended in writing by the parties.**

3. Bonds and Insurance

Brownsville PUB, in its sole discretion, shall require at Service Provider’s expense to maintain in force certain bonds guaranteeing performance and payment of the services to be provided hereunder. Brownsville PUB, in its sole discretions, shall require Service Provider at Service Provider’s expense to maintain in force certain types of 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

The 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 the 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, the 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 the 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, Brownsville PUB 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.
- c. Service Provider may terminate this Contract immediately upon written notice given to the Brownsville PUB for the Brownsville PUB's failure to make timely payment to Service Provider in three (3) consecutive months.
- d. 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 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

Attention: Jeffry Stedje
1425 Robinhood Drive
Brownsville, TX 78521
Phone (956) 983-6170
Email: jstedje@brownsville-pub.com

Service Provider

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 (NOT APPLICABLE)

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 the 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 the 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 the 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 the 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 _____ 2023.

SERVICE PROVIDER:

By: _____
Name: _____
Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2023 by _____, _____, on behalf of _____.

Notary Public, State of _____

EXECUTED in duplicate originals on this _____ day of _____ 2023.

BROWNSVILLE PUBLIC UTILITIES BOARD

By: _____
Name: Marilyn D. Gilbert, MBA
Title: General Manager and CEO

THE STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on the _____ day of _____ 2023 by MARILYN D. GILBERT, MBA, GENERAL MANAGER and CEO of the BROWNSVILLE PUBLIC UTILITIES BOARD.

Notary Public, State of Texas

EXHIBIT "A"

SCOPE OF SERVICES

1. DELIVERY AND PERFORMANCE OF SERVICES: The service provider will furnish all necessary supervision, labor, vehicles, and equipment; including, but not limited to, tractor and self-propelled mowers, trim mowers, string line trimmers, and hand and power tools needed for the efficient and effective mowing services required within each FA as determined by Brownsville PUB.
 - a. The service provider will maintain a local office for administrative matters. In the absence of a local office, local telephone communications staffed during normal business hours shall be provided.
 - b. Services may be provided Monday through Saturday between 8:00 AM and sunset, unless a site has "restricted access." Sites identified as "restricted access" shall be serviced only during normal hours of operation of the site and on Monday through Friday.
 - c. The service provider must provide the Brownsville PUB contact with an advanced weekly schedule of the locations to be worked on. This schedule is to be emailed no later than the Friday prior to the Monday of the week to be worked on.
 - d. All work performed under this contract is to be of the highest industry and Brownsville PUB standards.
 - e. If due to climatic conditions mowing services are not required during the term of this contract Brownsville PUB reserves the right to suspend mowing for one (1) or more cycles at no cost to Brownsville PUB.
 - f. If additional mowing service is required for "special events," the service provider will respond within twenty-four (24) hours to the site designated. **All additional work will be at the applicable mowed price quoted.** Minimum payment for additional work will be on a per site basis.
2. SERVICES REQUIRED:
 - a. Landscape Mowing will consist of:
 - 1) Pre-mowing, pickup and disposal of all litter from the site.
 - 2) Mowing: Turf height 3" – 5".
 - 3) All grass and weeds adjacent to vertical surfaces, such as buildings, walls, fences, and trees, will be trimmed with string line trimmer. Care should be taken to ensure trimming around trees and woody plants does not result in any injury or damage to the plant. Trees shall be trimmed up to eight feet.

- 4) Edging of sidewalks, lead walks and concrete curbs that are adjacent to turf areas. Edging shall be accomplished by mechanical edges to a minimum depth of three (3) inches below the rigid surface.
- 5) Upon completion of all mowing, edging, and trimming, debris is to be cleared from sidewalks, curb lines, and paved areas and removed from the site.
- 6) Service will be accomplished in accordance with the established schedule.

b. Maintenance Mowing will consist of:

- 1) Pre-mowing, pickup and disposal of all litter from the site.
- 2) Grass mowing: Turf height 3” – 5”.
- 3) All grass and weeds adjacent to vertical surfaces, such as building, walls, fences, and trees, will be trimmed with string line trimmer. Care should be taken to ensure trimming around trees and woody plants does not result in any injury or damage to the plant.
- 4) Upon completion of all mowing and trimming, debris is to be cleared from sidewalks, curb lines, and paved areas and removed from the site.
- 5) Service will be accomplished in accordance with the established schedule.
- 6) All areas within and outside the perimeter fence (5-6 ft.) to be mowed; varies from site to site based on property lines from maps provided.
- 7) Mowing the wells around the perimeter of the building approximately 60 feet, but range varies from site to site due to variances in size, terrain, etc.

c. Vegetation Control for lift stations

Objective: Manage vegetation at the designated sites to promote a clean and neat appearance that is free from vegetation-related safety hazards at minimum cost. Herbicide applications are the expected method of control except at locations where chemical management is not practical or economical. Vendor shall provide the herbicide, if applicable.

1) Areas for Treatment:

Vegetation control areas shall include the entire surface area inside fences and zones outside fences where:

- a. Rock, gravel, or other bare ground surfacing exists as part of the site.
- b. It is evident that the Company has previously maintained the vegetation as part of the site.
- c. There are zones between the road frontage and the road, i.e., a drainage ditch that is obviously maintained as part of the site.

2) Types of Treatment:

- a. Bare ground, rock, and limestone area shall be broadcast annually with follow-up treatments the same year, if required, to achieve a 95% or better bare ground control. Some sites historically have required up to three visits in a given year.
- b. Ornamental plants that are part of the site shall be preserved. Service Provider is responsible for any off-site damage.
- c. Trash, debris and vegetation pick-up and removal from the site is required at each visit to the sites to perform work.
- d. Sweep all paved parking lot, sidewalks and driveways.
- e. Areas abutting streets will require monthly mowing.

3) Miscellaneous:

- a. Frequency and timing of treatment shall be done to maximize their value. Pre-emergent treatment and other techniques that prevent later vegetation control requirements are preferred.
- b. Treatments that could cause soil erosion, or continue soil erosion should be discontinued or bypassed in those areas and notice shall be made to company as situation occurs.
- c. All herbicides and other related chemicals shall be pre-approved by company before use. Only EPA approved herbicides are allowed. Instructions on their labels shall be strictly followed.
- d. Chemicals known to be corrosive to surfaces of equipment or facilities at the site are not to be used unless corrosive effects can be mitigated immediately after application.
- e. The length of control (time) is for the treatment year only.
- f. The service provider shall place a tag, bearing the name of the site on the gate to indicate the date and time the site was sprayed or inspected.
- g. Service Provider shall notify dispatcher by phone to request entry to a substation property and to have someone from the substation department on hand while work is being done.
- h. A safety briefing shall be conducted by company for each crew, prior to commencement of work.

3. PERSONNEL AND EQUIPMENT FOR LANDSCAPING CREW: The following are the required minimum personnel and the required minimum mowing equipment for **EACH Facility Area being quoted.**

a. PERSONNEL:

1. Working Supervisor	1 each	10 Year Experience
13. Forman	3 each	5 Year Experience
14. Laborer	7 each	5 Year Experience

EXAMPLE: 4 Facility areas will require 4 working supervisors and 16 laborers

b. <u>EQUIPMENT:</u>	<u>QUANTITY</u>
1) Self-propelled riding mower, 36" cut	9 each
2) Trim mower, rotary, 3HP (MIN), 22" cut	4 each
3) String Line Trimmer, Gas Powered	4 each
4) Blower, Gas Powered	2 each
5) Edger, Steel Blade, 3-4 HP, Gas Powered	2 each
6) Assorted Rakes, Shovels and Brooms	
7) Push Mower	4 each
8) If FA includes Maintenance Mowing requirements	1 each
- Tractor, 24 HP, 6" rotary/flail mower	
9) Weed eaters	17 each
10) Chainsaw 18"	4 each
11) Herbicide Backpacks 5 gallon	4 each
12) Electric Herbicide pump 15 Gallon	2 each
13) Utility Truck	3 each
14) 20' Utility Trailer	2 each
15) 16' Enclosed Trailer	2 each
16) 8' Utility Trailer	1 each

PERSONNEL AND EQUIPMENT FOR TREE DIVISION: The following are the required minimum personnel and the required minimum mowing equipment for **EACH Facility Area being quoted.**

a. <u>PERSONNEL:</u>		
1. Working Supervisor	1 each	10 Year Experience
2. Forman	1 each	5 Year Experience
3. Laborer	7 each	5 Year Experience

<u>EQUIPMENT:</u>	<u>QUANTITY</u>
1. Bucket Truck 60' extension	1 each
2. Bucket Truck 30' extension	1 each
3. Dump Truck weight capacity 8,000 pounds	1 each
4. Utility Trucks	4 each
5. Hauling Trailers 20'	2 each
6. Hauling Trailers 16'	3 each
7. Dump Truck	1 each
8. Wood Chipper chip capacity 24"	1 each
9. Stump Grinder shredding capacity 60"	1 each
10. Chainsaw 12"	10 each
11. Chainsaw 20"	2 each
12. Chainsaw 24"	2 each

EXAMPLE: 4 Facility areas will require 4 working supervisors and 16 laborers

PERSONNEL AND EQUIPMENT FOR IRRIGATION CERTIFICATION: The following are the required minimum personnel and the required minimum mowing equipment for **EACH Facility Area being quoted.**

a. PERSONNEL:

1. Working Supervisor with proof of certification: 1 Each 10 Year Experience
2. Laborer: 4 Each 5 Year Experience

EXAMPLE: 4 Facility areas will require 4 working supervisors and 12 laborers

b. EQUIPMENT:

- 1) Sprinkler Installation tools
- 2) Shovels
- 3) Assorted Rakes

c. All vehicles and equipment used under this contract shall be:

- 1) In good operating condition and be able to provide all needed maintenance to sustain this condition for the duration of this contract.
- 2) Properly registered and insured in accordance with the Motor Vehicle Laws of Texas, Proposal Requirements and in compliance with all Federal, State and local safety regulations.
- 3) Equipped with all required warning lights, a cab mounted revolving or flashing amber light that can be seen from the front, both sides and rear of the vehicle or tractor. Tractor mowers shall be equipped with a standard, rear mounted, "slow moving vehicle" sign as required by the Motor Vehicle Administration of Texas.
- 4) Subject to inspection and approval prior to the award of a term contract and at any time during the term of this contract.

d. Review and evaluation of the capability of any equipment proposed for use under this contract could be required through on-site demonstration at any time during the contract period.

e. The service provider shall submit a listing of equipment and roster of personnel which will be dedicated to the performance of the work required under this contract

and a plan of operation which will demonstrate the service provider's ability to perform the work specified in an efficient, effective, and acceptable manner. Drivers and operators of these vehicles / equipment must be appropriately licensed to operate said vehicles / equipment.

4. LOCATIONS: Brownsville PUB has identified and listed the locations where services are required in each class of service and established FA.
 - a. Brownsville PUB reserves the right to increase or decrease the number of locations, the acreage at any location or the total acreage within a FA at any time during the term of this contract.

5. MAINTENANCE OF TRAFFIC: The service provider shall be responsible for and provide for the safe and continuous maintenance of traffic throughout the work site while minimizing hazards and inconvenience to vehicular and pedestrian traffic. Maintenance of traffic shall be considered incidental to the service provided and shall include all work and devices needed to fulfill, to the satisfaction of Brownsville PUB, the requirements of this contract.
 - a. Traffic (vehicular and pedestrian) must be maintained at all times throughout the entire work site including access to public, private, and commercial entrances, streets and intersections, and sidewalks unless a temporary closure is approved by the Brownsville PUB.

 - b. The service provider shall operate all vehicles and equipment in or adjacent to the roadway in a manner to minimize the impact on traffic and maintain the maximum number of lanes open at all times.

EXHIBIT "B"

COMPENSATION

1. Brownsville PUB agrees to pay Service Provider for the Work provided herein to be performed and materials and equipment provided herein to be used in accordance with the rate schedules attached hereto. The rate schedule(s) shall constitute a part of this Contract and should not be revised at any time except by mutual consent of the parties.
2. Service Provider agrees to furnish to Brownsville PUB or its representatives daily timesheets and other required reports showing the nature, amount and location of Work performed, together with the number of man hours and equipment hours involved, the quantities of materials used, the number of areas maintained, the number of acres or spans cut or chemically treated, and other pertinent information which may, from time to time, be required by Brownsville PUB.
3. Service Provider agrees to submit to Brownsville PUB weekly itemized invoices based upon the information contained in the daily timesheets and prepared in accordance with the attached rate schedule setting forth rates for each labor, material and equipment item. Invoices received by Brownsville PUB shall be paid as soon as it has had a reasonable opportunity to satisfy itself that the Work covered by such invoices has been performed in accordance with the terms of this Contract.
4. Brownsville PUB shall not reimburse Service Provider for fees paid to tree wardens or other local inspectors unless prior written approval for the payment of such fees has been obtained by Service Provider from Brownsville PUB.
5. Whenever due to special circumstances such as, but not limited to, storm emergency work, an employee of Brownsville PUB is assigned to work directly with Service Provider's employees, it is understood that such employee shall at all times remain in the employ of Brownsville PUB and under its direction and control, and that Brownsville PUB shall be responsible for all wages and payroll taxes and shall provide Workers' Compensation insurance coverage for such employee.
6. Method of Payment:
 - a. Payment will be on a per site mowed basis for each level of service.
 - b. Payment is contingent upon Brownsville PUB personnel inspection, approval and satisfaction of completed work.
 - c. Invoices for Landscape or Maintenance Mowing shall include:
 - 1) Date of Invoice
 - 2) Purchase Order Number
 - 3) Facility Area (FA)
 - 4) Level of Service
 - 5) Itemized Listing including:

- (a) Date mowed
 - (b) Location
 - (c) Area Mowed
 - (d) Cost per Area
 - (e) Extended Cost per Location
- 6) Total of Invoice
- d. Invoices are to be issued weekly for completed work that has been reviewed and approved by Brownsville PUB inspection personnel.

EXHIBIT "C"

INSURANCE

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

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

- B. Service Provider also agrees to maintain Commercial General Liability, Comprehensive Business Automobile Liability, and Excess Umbrella Liability Insurance covering claims against Service Provider 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. Service Provider shall add the Brownsville PUB 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. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy. 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 amendment or cancellation.
- D. Service Provider shall furnish Brownsville PUB with an Insurance Certificate on the date this Contract is executed and accepted by the Brownsville PUB, which confirms that all required insurance policies are in full force and effect. Certificates showing that Contractor 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.

EXHIBIT “D”

WARRANTIES

(None)

EXHIBIT "E"

INDEMNIFICATION

1. **SERVICE PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF BROWNSVILLE, BROWNSVILLE PUB, BOARD OF DIRECTORS, AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, CLAIM OR LIABILITY (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES BY ANY THIRD PARTY TO THE EXTENT ARISING OUT OF SERVICE PROVIDER'S NEGLIGENT ACTS, ERRORS OR OMISSIONS, INCLUDING CLAIMS MADE BY EMPLOYEES OF SERVICE PROVIDER.)**
 - a) **THIS INDEMNITY PROVISION SHALL NOT APPLY IN CASES WHERE SERVICE PROVIDER HAS NOT BEEN PROVIDED WITH TIMELY NOTICE OF CLAIM IN ACCORDANCE WITH THE FOLLOWING:**

IN THE EVENT OF BODILY INJURY OR DAMAGE TO PROPERTY CAUSED BY SERVICE PROVIDER'S OPERATIONS, BROWNSVILLE PUB SHALL, UPON RECEIPT OF NOTICE OF SUCH CLAIM, DEMAND OR TAKE ACTION, AND WITHIN TEN (10) CALENDAR DAYS TRANSMIT TO SERVICE PROVIDER THE NAME AND ADDRESS OF THE CLAIMANT, THE NATURE OF THE CLAIM, THE DATE OF THE OCCURRENCE AND OTHER INFORMATION IN POSSESSION OF BROWNSVILLE PUB WHICH IS APPLICABLE TO EACH SUCH CLAIM.
 - b) **SERVICE PROVIDER SHALL NOT BE LIABLE TO BROWNSVILLE PUB FOR ANY BROWNSVILLE PUB SETTLEMENT OF ANY CLAIM AGAINST SERVICE PROVIDER IMPLEMENTED WITHOUT THE PRIOR WRITTEN CONSENT OF SERVICE PROVIDER. CITY AND/OR BROWNSVILLE PUB MAY SETTLE ANY CLAIM AGAINST ITSELF WITHOUT THE CONSENT OF SERVICE PROVIDER.**
 - c) **THIS INDEMNITY PROVISION ALSO SPECIFICALLY DOES NOT APPLY TO LOSS, DAMAGE OR EXPENSE ARISING OUT OF CONTACT WITH BROWNSVILLE PUB'S LINES OR OTHER ELECTRICAL EQUIPMENT BY PERSONS (OTHER THAN EMPLOYEES OF SERVICE PROVIDER ENGAGED IN THE WORK CONTEMPLATED BY THIS AGREEMENT) WHO ARE IN OR ABOUT SUCH TREES AT ANY TIME, UNLESS SUCH LOSS, DAMAGE FOR EXPENSE IS CAUSED BY THE NEGLIGENCE OF SERVICE PROVIDER.**
 - d) **SERVICE PROVIDER EXPLICITLY AND EXPRESSLY WAIVES ANY RIGHT IT HAS TO IMMUNITY UNDER ANY APPLICABLE MUNICIPAL, TEXAS OR INDUSTRIAL INSURANCE LAWS WITH RESPECT TO ANY ACTION AGAINST THE CITY AND/OR BROWNSVILLE PUB, AND AGREES TO ASSUME DEFENSE AND POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY ITS OWN**

EMPLOYEES AGAINST THE CITY AND/OR BROWNSVILLE PUB, AS PROVIDED ABOVE.

- 2. SERVICE PROVIDER SHALL HAVE NO LIABILITY TO CITY AND/OR BROWNSVILLE PUB FOR LOSSES AND DAMAGES OR EXPENSES WHICH RESULT FROM SPECIFIC WORK DIRECTIVE, IF ANY, GIVEN BY PUB'S AGENTS OR EMPLOYEES, OR FROM THE SERVICE PROVIDER'S COMPLIANCE WITH PUB'S SPECIFICATIONS CONCERNING WORK TO BE PERFORMED. SERVICE PROVIDER SPECIFICALLY AGREES TO INDEMNIFY THE CITY AND/OR BROWNSVILLE PUB FOR INSTANCES OF CONCURRENT NEGLIGENCE BY CITY AND/OR BROWNSVILLE PUB, BUT SERVICE PROVIDER SPECIFICALLY DOES NOT INDEMNIFY CITY AND/OR BROWNSVILLE PUB WHEN LOSS OR DAMAGE IS CAUSED BY CITY'S AND/OR BROWNSVILLE PUB'S SOLE NEGLIGENCE.**

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.

EXHIBIT "G"

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.



JOB SAFETY ANALYSIS FORM

PROJECT NAME: █		DATE: █
PROJECT CONTRACTOR: █	POINT OF CONTACT & TEL #: █	ANALYSIS BY: █
BPUB DEPARTMENT: █	SECTION: █	REVIEWED BY: █
REQUIRED AND/OR RECOMMENDED PERSONAL PROTECTIVE EQUIPMENT: █		APPROVED BY: █
SEQUENCE OF BASIC JOB STEPS <i>Beware of being too detailed; record only the information needed to describe each job action. Rule of thumb, nor 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>
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JOB SAFETY ANALYSIS WORKSHEET

Comments:

█

Contractor Representative & Title	Signature	Date
█		█
█		█
█		█

REQUIRED FORMS CHECKLIST

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

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

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 Proposal process for all participants. The Bidding community's compliance with these guideline standards will be appreciated by the BPUB.

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.

ETHICS STATEMENT

(COMPLETE AND RETURN WITH PROPOSAL)

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

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.

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	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity 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 Firm" means a Firm 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 Firm " means a Firm 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 Firm unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident Firm by the same amount that a Texas resident Firm would be required to underbid a nonresident Firm 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 Firm** as defined in Art. 601g.

Signature: _____

Print Name: _____

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

Signature: _____

Print Name: _____

Organization Name
State Law Verifications

I, _____ (Person’s name), the undersigned representative of (Company or Business name) _____ (hereafter referred to as the “Company”) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath as follows:

- **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS:** By submission of a response to City of Brownsville Public Utilities Board (“BPUB”) Request for Qualifications Q018-23 (the “RFQ”), the responding Company represents that, to the extent this proposal submission or any contracts executed in response to this proposal constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Section 2252.152 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the responding Company, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Company is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

- **ANTI-BOYCOTT ISRAEL VERIFICATION:** By submission of a response to the BPUB RFQ, the responding Company represents that, to the extent this proposal submission, or any contracts executed in response to this proposal, constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, the responding Company, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Company, (1) does not boycott Israel and (2) will not boycott Israel through the term of any such contract. The term “boycott Israel” as used in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

- **VERIFICATION REGARDING NO DISCRIMINATION AGAINST FIREARMS:** By submission of a response to the BPUB RFQ, the responding Company represents that, to the extent this proposal submission, or any contracts executed in response to this proposal, constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, the responding Company hereby verifies that it, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Firm, (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of any such contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, to the extent such section does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or

firearm trade association” shall have the meaning assigned to such term in Section 2274.001, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).

- **VERIFICATION REGARDING NO ENERGY COMPANY BOYCOTTS:** By submission of a response to the BPUB RFQ, the responding Company represents that, to the extent this proposal submission, or any contracts executed in response to this proposal, constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, the responding Company hereby verifies that the responding Company, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Firm, (1) does not boycott energy companies and (2) will not boycott energy companies during the term of any such contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, to the extent such section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to such term in Section 809.001(1), Texas Government Code.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

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

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

NOTARY SEAL _____

NOTARY SIGNATURE _____

Date

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.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>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.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: 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 not 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) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

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.

Social security number											
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Employer identification number											
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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.

Sign Here	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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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.

- 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/FormW8BENE for instructions and the latest information.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form for:

- U.S. entity or U.S. citizen or resident W-9
- A foreign individual W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the 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
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7 Mailing address (if different from above)

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