



**BID SPECIFICATIONS FOR ANNUAL
HAULING AND LOADING SERVICES**

B045-23

**Bids Due June 28, 2023 until 5:00 PM
Bids Opened June 29, 2023 at 11:00 AM**

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**LEGAL NOTICE
AND
INVITATION TO BID
BID #045-23**

Sealed bids will be received by the PUBLIC UTILITIES BOARD of the City of Brownsville, Texas ("BPUB"), at the PUB Purchasing Department office; 1155 FM 511; Olmito, Texas 78575 **until 5:00 PM, Wednesday, June 28, 2023**, for the Project described in the Contract Documents and Specifications entitled:

ANNUAL HAULING AND LOADING SERVICES

Bids received after this time will not be considered.

Bids will be publicly opened and read aloud on June 29, 2023 at 11:00 AM. Bidders can call (956) 214-6020, at 11:00 AM on June 29, 2023, to listen to the bid opening.

Copies of the Contract Documents and Specifications may be obtained at the following BPUB website: https://www.brownsville-pub.com/rfp_status/open/

Each bid, in duplicate, shall be enclosed in a sealed envelope and shall be plainly marked on the outside of the envelope: **"B045-23 ANNUAL HAULING AND LOADING SERVICES, JUNE 28, 2023, 5:00 PM"**. This envelope shall be addressed to Diane Solitaire; Brownsville Public Utilities Board; Purchasing Department; 1155 FM 511 Olmito, Texas 78575.

Each bid 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 bid 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 bid. In lieu of a check, a Bid Bond may be submitted in an amount not less than five (5%) percent of the total amount bid with a Corporate Surety licensed to do business in the State of Texas, conditioned that the BIDDER will pay the BPUB, as mutually agreed to liquidated damages, and not as a penalty, the amount specified in the Bond unless he enters into a contract in accordance with his bid. BIDDER is required to execute a contract and furnish a Performance Bond, Payment Bond and a Certificate of Insurance. If the BIDDER fails to execute the contract and to furnish satisfactory Performance and Payment Bonds and Insurance Certificates within ten (10) days from the date on which he is notified that his bid has been accepted, the amount of his check or bid bond shall be forfeited to the BPUB as mutually agreed to liquidated damages, and not as a penalty.

The BPUB will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed bids to the Brownsville Public Utilities Board, Purchasing Office by the given deadline above. **No bids will be accepted via facsimile or electronic transmission.**

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

Diane Solitaire

Purchasing Department

(956) 983-6366

INSTRUCTIONS TO BIDDERS

Please submit this page upon receipt.

Acknowledgment Form

B#045-23 Annual Hauling and Loading Services

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

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

Yes, I will be able to send a bid; please email the bid package.

Email: _____

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

Carrier: _____

Account: _____

No, I will not be able to send a bid for the following reason:

If you are unable to send your bid, kindly indicate your reason for “No bid” above and return this form **via e-mail to: hlopez@brownsville-pub.com or to dsolitaire@brownsville-pub.com**. This will ensure you remain active on our vendor list.

Date _____

Company: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

E-mail: _____

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
(956) 983-6375

- **Tentative Time Line**

1. June 12, 2023 through June 28, 2023 - Vendors work on bid.
2. June 28, 2023 at 5:00 PM - **Vendor must submit bid sealed, in duplicate, in an envelope to:**

Diane Solitaire, Purchasing
1155 FM 511
Olmiteo, TX 78575

Bid#045-23 – Annual Hauling and Loading
Due June 28, 2023 at 5:00 PM

*The above noted information must be included on the 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 bids.*

3. June 23, 2023 – Last day to submit questions
4. June 29, 2023 - Open bids at 11:00 AM
5. June 29 – June 30, 2023 - Evaluate bids
6. June 30, 2023 - Provide Final Recommendations
7. July 10, 2023 - Send to Utilities Board for approval
8. Term of contract will commence August 2023

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

- **Pricing**

Bid 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.

All fields (UNIT PRICE & TOTAL PRICE) in the Bid Schedule must be filled in. The data must be complete to identify any bidding brand called for specifically.

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

- **Contractor Representative**

The successful contractor agrees to send a personal representative with binding authority for the company to the Brownsville Public Utilities Board, upon request, to make any minor clarifications or adjustments and/or assist with coordination of all transactions as needed to allow Contract entry.

- **Quality of Products**

All material and equipment items specified must be new, in first class condition, including containers suitable for shipment and storage. No substitutions in standard grades or lesser quality will be accepted.

- **Determining Factors for Award**

1. Price
2. Responsibility of contractor to perform the intended work and responsiveness to the bid request.
3. Compliance with requirements of the technical specifications
4. Quality of performance on previous work on similar contracts
5. Recent successful completion of similar projects
6. BPUB financial and legal responsibility evaluations of any identified teaming arrangements involving significant joint ventures, subcontractors, and suppliers.
7. Safety record will be considered when determining the responsibility of the bidder

- **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**

The BPUB has implemented a payment service for vendors/contractors by depositing the contract payment directly to the contractor's/vendor's bank account. Successful vendor(s)/contractors 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, aW9 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 bid 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 bid proposal. If it is later determined that tax was included in the bid it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished by BPUB upon request.

- **Signing of Bid**

Failure to sign bid will disqualify it. Person signing bid 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 or veteran status, or physically challenging condition.

- **Living Wage Statement**

On April 16, 2007, the BPUB Board of Directors approved a local “living wage” policy that requires all Contractors and Subcontractors performing 100% Non-Federally funded Work for the BPUB to pay a minimum wage rate of \$8.00/hour. The BPUB-requires that all Contractors and Subcontractors comply with this policy.

- **Contract and Purchase Order**

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

- **Term of Agreement**

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

- **Brownsville Public Utilities Board Rights**

1. If only one or no bid is received by "submission date", the Brownsville PUB has the right to reject, bid, accept and/or extend the bid by up to an additional two (2) weeks from original submission date.

2. The right to reject any/or all bids and to make awards as they may appear to be advantageous to the Brownsville Public Utilities Board.
3. The right to hold bid for 90 days from submission date without action, and to waive all formalities in bidding.
4. The right to extend the total bid quote beyond the original 90-day period prior to an award if agreed upon in writing by both parties and if low bid 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. The right to increase or decrease services or number of crews.
7. Brownsville PUB has the right to refuse to enter into a contract or other transaction with any individual or entity indebted to the municipality as per Local Government Code 252.0436.

- **Corrections**

Any interpretation, correction, or change of the Invitation to Bid will be made by written ADDENDUM. Changes or corrections will be issued by the Brownsville PUB Purchasing Department. **Addenda will be emailed to all who have returned the Bid 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 Bid to ascertain if any/all Addenda have been issued, and to obtain any all Addenda, execute them, and return Addenda with the response to the Invitation to Bid. Addenda may also be posted on BPUB's website.

1. RECEIPT AND OPENING OF BIDS:

The Brownsville Public Utilities Board, City of Brownsville, Texas (hereinafter called OWNER), invites bids on the form attached hereto, all blanks of which must be appropriately filled in, in ink, for project titled: **ANNUAL HAULING AND LOADING SERVICES.**

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

2. INSPECTION OF SITE:

Each BIDDER 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

BIDDER should thoroughly examine and familiarize themselves with the Contract Documents. The BIDDER, 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 BIDDER should have been on notice as a result thereof. Visits to the sites shall be arranged by calling **Armando Garcia** with the Brownsville PUB Division Manager for Water/Wastewater Distribution & Maintenance at telephone no. **(956) 983-6386**.

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

These Contract Documents include a complete set of bidding documents. The BIDDER shall copy all Documents listed in the Table of Contents under the heading BIDDING DOCUMENTS and shall submit the bid on these forms. A bid shall be comprised of the BIDDING DOCUMENTS completed by the BIDDER, plus any supplemental information required by the Specifications and Documents, or deemed necessary by the BIDDER to fully describe the offering.

If any of the information submitted as part of the bid is considered to be proprietary by the BIDDER, he shall conspicuously identify such intended confidential information in his bid. 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 bid shall be carefully prepared using the bid and bid data forms included as a part of the bidding documents. Entries on the bid and bid 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 will generally prevail over numeric unit prices.

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

The BIDDER shall assemble all drawings, catalog data, and other supplementary information necessary to thoroughly describe work, materials and equipment covered by the bid, and shall attach such supplemental information to the copies of the specifications and documents submitted.

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

Bids 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 bid.

Bids 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 appropriate person authorized to bind the corporation.

A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other designation, without disclosing his principal, will be rejected. Satisfactory evidence of the authority of the officer signing on 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 signed bid (and its accompanying photocopy) shall be transmitted to arrive at the designated BPUB address not later than the date and time stipulated in the Legal Notice and Invitation to Bid.

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

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

Attention: Ms. Diane Solitaire
Purchasing Department

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

4. METHOD OF BIDDING: UNIT PRICE.

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 bid forms. If unit price items are required by the bid, the unit prices for each of the several items in the bid of each BIDDER 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 bid represents the total bid. Any bid not conforming to the requirement may be rejected as informal and non-responsive. The special attention of all BIDDERS 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 bidding statutes (i.e., difference in cost) shall not 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 in advance.

5. DISCLOSURE BY BIDDER:

Each BIDDER shall submit with the bid documents, on the form furnished for that purpose, the 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 to determine the ability and responsibility of the BIDDER to perform the obligations under the Contract and the BIDDER 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 bid where an investigation of the available evidence or information does not satisfy the OWNER that the BIDDER is responsible to properly carry out the terms of the Contract. This shall also apply to any proposed SUBCONTRACTOR(s).

6. SUBCONTRACTS:

The BIDDER 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 Bid Disclosure Statement for each proposed SUBCONTRACTOR must also be submitted with the bid documents.

7. BID SECURITY:

Each bid must be accompanied by a certified or cashier's check, or a bid bond prepared on the form of the bid bond attached hereto, duly executed by the BIDDER 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 \$2,500.00 or 5% of total bid. Such checks, or bid bonds will be returned to all except the three lowest BIDDERS within fifteen (15) days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the OWNER and the accepted BIDDER have executed the contract or if no award has been made, within ninety (90) days after the date of the opening of bids. The bid security will be returned upon demand of the BIDDER at any time thereafter, so long as they have not been notified of the acceptance of their bid.

8. ADDENDA AND INTERPRETATIONS:

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

Any interpretation, correction, or change of the bid documents will be made by ADDENDUM only. Changes or corrections will only be issued by the Brownsville PUB Purchasing Department. Addenda will be emailed to all who have returned the bid 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 Purchasing Department prior to submitting a response to the bid to ascertain if any Addenda have been issued, and to obtain any all Addenda, execute them, and return Addenda with the response to the bid. All Addenda so issued shall become part of the Contract Documents. Addenda may also be posted on BPUB's webpage.

9. FACSIMILE MODIFICATION:

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

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

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

10. TIME FOR RECEIVING BIDS:

Bids received prior to the advertised hour of opening will be securely kept sealed by BPUB. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the public reading of all other bids is completed, and it is shown to the satisfaction of the OWNER that the non-arrival on time was due solely to delay in the mails for which the BIDDER was not responsible, such bid will be received and considered.

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

11. OPENING OF BIDS:

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

12. WITHDRAWAL OF BIDS:

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

13. AWARD OF CONTRACT: REJECTION OF BIDS:

The Contract will be awarded to the responsive and responsible BIDDER submitting the lowest bid complying with the conditions of the Legal Notice and Invitation for Bids. The BIDDER 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 bids and to waive any informality in bids received, whenever such rejection or waiver is in its interest.

The OWNER reserves the right to consider as not responsible, any BIDDER 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.

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 BIDDER 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 BIDDER 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 BIDDER 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 BIDDER, or re-advertise for bids, and may charge against the defaulting BIDDER the difference between the amount of the defaulted bid 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 bid is received by re-advertising, the defaulting BIDDER shall have no claim against the OWNER for a bid bond refund.

15. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful BIDDER, 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 bid, shall forfeit to the OWNER, as liquidated damages (and not as a penalty) for such failure or refusal, the security deposited with his bid.

16. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

BIDDER 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 schedules as will be provided for each project.

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 Bidder'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 BIDDERS 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: (NOT APPLICABLE TO THIS CONTRACT)

A pre-bid meeting between the OWNER, prospective bidders, 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 Invitation to Bid. Interested parties are invited to attend. Attendance at the pre-bid conference is not mandatory but is recommended for all vendors and suppliers interested in bidding the Work.

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

22. INFORMATION TO BE SUBMITTED WITH BID:

Each BIDDER shall submit with his bid pertinent information concerning proposed equipment and materials and proposed construction organization.

a) Equipment and Materials. In addition to the information submitted on the bid and bid data forms, each BIDDER shall submit all specifications, preliminary drawings, and similar descriptive information necessary to describe completely the equipment and materials he proposes to furnish.

The bid shall be based on using new equipment and materials which comply with the Specifications and Documents in every respect, unless existing equipment is specifically noted by OWNER for reuse. If alternate or "equal" equipment and materials are indicated in the bid, it shall be understood that the OWNER will have the option of selecting any one of the alternates so indicated and such selection shall not be a cause for extra contractor compensation or extension of time. OWNER specifically reserves the legal right to specify "sole source" equipment or materials in the Specifications when unique circumstances warrant.

b) Contractor's Field Organization. Each BIDDER shall submit with his bid an organizational chart showing the names of field management, supervisory, and technical personnel, and the details of the management, supervisory, and technical organization which he proposes to use for this Project. The successful BIDDER'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 bid.

23. PREFERENCE LAW:

Bid 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, BIDDER 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 BIDDER 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 BIDDER to as good as or better than original condition using the same type of grass, shrubs, or cover as the original. The BIDDER 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 BIDDER 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 BIDDER 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:

BIDDER shall provide barricades, flares, warning signs, and/or flagmen so that danger and inconvenience to the public, railroad and job site working personnel will be eliminated. In addition to any other requirements of the Contract Documents, the BIDDER shall be responsible for

familiarity and compliance with all Federal (OSHA), State, Railroad and local safety rules, laws and requirements with particular attention to be given to personal protection requirements.

28. PROTECTION OF PROPERTY AND EXISTING UTILITIES:

Within developed areas, all public and private property along and adjacent to the BIDDER'S operations, including roads, driveways, 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 BIDDER caused the damage or removal.

An attempt has been made by BPUB to show all known existing utilities on the PLANS, but the possibility remains strong that some underground utilities may exist that have not been shown. The BIDDER, through mandatory contact with local utility owners, shall keep himself informed and take such precautions as necessary to avoid utility 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, Texas as amended within the previous three (3) years and as locally adopted by the BPUB, 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.

30. GUARANTEE:

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

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. Bidders will not include any federal taxes in bid 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.

BID
B045-23

Place: BPUB Purchasing Department
1155 FM 511
Due Date: June 28, 2023 at 5:00 PM
Opening Date: **June 29, 2023 at 11:00 AM**

Bid of _____ hereinafter called BIDDER, 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 BIDDER, in compliance with your invitation for bids for **ANNUAL HAULING AND LOADING SERVICES**, having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices shown in the attached Bid Schedule. These price(s) are to cover all expenses incurred in performing the work required under the contract documents, of which this BID is a part. These price(s) are firm and shall not be subject to adjustment provided this BID is accepted within ninety (90) days after the time set for receipt of BIDS.

BIDDER 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 and to adhere to schedules as will be provided for each project.

BIDDER agrees to perform all work for which he contracts as described in the specifications for the unit prices shown on the attached Bid 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 clothing that is presentable-clean with no tears.

7.) Alternate Bid – 10 Ton Roller Rental:

- A. Rental Hourly Rate/Day (0-8 hrs/day)
Unit Price (in words) _____ Dollars Unit Price (in figures) \$_____/Hour
_____ Cents/Hour
- B. Rental Hourly Rate/Week (40 hrs/week)
Unit Price (in words) _____ Dollars Unit Price (in figures) \$_____/Hour
_____ Cents/Hour
- C. Rental Hourly Rate/Month (240 hrs/month)
Unit Price (in words) _____ Dollars Unit Price (in figures) \$_____/Hour
_____ Cents/Hour

8.) Alternate Bid – 2,500 Gallon Water Truck Rental:

- A. Rental Hourly Rate/Day (0-8 hrs/day)
Unit Price (in words) _____ Dollars Unit Price (in figures) \$_____/Hour
_____ Cents/Hour
- B. Rental Hourly Rate/Week (40 hrs/week)
Unit Price (in words) _____ Dollars Unit Price (in figures) \$_____/Hour
_____ Cents/Hour
- C. Rental Hourly Rate/Month (240 hrs/month)
Unit Price (in words) _____ Dollars Unit Price (in figures) \$_____/Hour
_____ Cents/Hour

9.) Alternate Bid – Track Mounted Excavator Rental:

- A. Rental Hourly Rate/Day (0-8 hrs/day)
Unit Price (in words) _____ Dollars Unit Price (in figures) \$_____/Hour
_____ Cents/Hour
- B. Rental Hourly Rate/Week (40 hrs/week)
Unit Price (in words) _____ Dollars Unit Price (in figures) \$_____/Hour
_____ Cents/Hour

C. Rental Hourly Rate/Month (240 hrs/month)

Unit Price (in words)	Unit Price (in figures)
_____ Dollars	\$_____/Hour
_____ Cents/Hour	

- Successful bidder shall be responsible for landfill disposal charges, if applicable.
- As needed, the Brownsville PUB will request hauling and loading services of spoils from sedimentation basins or sludge lagoons. Successful bidder must be registered with the Texas Commission on Environmental Quality (TCEQ) and must be certified to haul the spoils (sludge) from sedimentation basins/sludge lagoons. Vendor must provide certificate upon request or as needed.
- **NOTE: THE BID WILL BE EVALUATED BASED ON THE BASE BID (HAULING/LOADING PRICE) ONLY.**

BIDDER Acknowledges receipt of the following addenda:

SUBCONTRACTORS. The undersigned BIDDER proposes that he will be responsible to perform the Work at the project sites with his own forces and those specific portions of the Work not performed by the undersigned will be subcontracted and performed by the following subcontractors.

Work Subcontracted	Name of Subcontractor
_____	_____
_____	_____
_____	_____

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.

BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.

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

The undersigned hereby declares that only the persons or firms interested in the bid as principal or principals are named herein, and that no other persons or firms than are herein mentioned have any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company, or parties likewise submitting a bid or bid; 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 Bid, BIDDER 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 BID is by a Corporation:

Respectfully submitted,

By: _____	_____
Signature (must be signed or will be disqualified)	Print Name / Title
_____	_____
Company Name	Address, City, State, Zip Code
_____	_____
Phone Number	Fax Number

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

1. This Pre-Bid Disclosure Statement is submitted to the Public Utilities Board by: _____
 _____ a Corporation, _____ a Partnership, _____ a Texas Joint Venture, or _____
 an Individual. Address: _____ Contractor's #: _____
 _____ City _____ State _____ Zip Code _____

2. Years in business under present business name: _____

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

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

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

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

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

6. Have you ever failed to complete any work awarded to you?
___ Yes ___ No. If "Yes", state where and why. _____

7. Are you at present in any lawsuits involving work of any type?
___ Yes ___ No. If "Yes", explain: _____

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

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

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

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

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

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

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

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

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

Credit available: \$_____ Bank Reference: _____

Bonding Capacity available: \$_____

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

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

Dated this ____ day of _____, 20__.

By: _____
 Title: _____

STATE OF _____
 COUNTY OF _____

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

 Notary Public

My commission expires: _____

**SUBCONTRACTOR'S
PRE-BID DISCLOSURE STATEMENT**

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

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

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

2. Years in business under present business name: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Credit available: \$ _____ Bank Reference: _____

Bonding Capacity available: \$ _____

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

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

Dated this ____ day of _____, 20__.

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

Notary Public

My commission expires: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor)

(Address of Contractor)

a _____
(corporation, partnership, or individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20__, a copy of which is hereto attached and made a part hereof, for the **Annual Hauling and Loading Services.**

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

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

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

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

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

ATTEST:

(Principal)

(Principal) Secretary

By: _____ (s)
(Signature)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

ATTEST:

(Surety)

(Surety) Secretary

By: _____
(Attorney-in-Fact)

(SEAL)

(Witness as to Surety)

(Address)

(Address)

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

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

ATTACH POWER OF ATTORNEY

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and _____

(Name of Surety)

(Address of Surety)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20__, a copy of which is hereto attached and made a part hereof, for the **Annual Hauling and Loading Services.**

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

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

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

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

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

ATTEST: _____
(Principal)

(Principal) Secretary By: _____ (s)
(Signature)

(SEAL)

(Witness as to Principal) _____
(Address)

(Address) _____

ATTEST: _____
(Surety)

(Surety) Secretary By: _____
(Attorney-in-Fact)

(SEAL)

(Witness as to Surety) _____
(Address)

(Address) _____

NOTE: Date of BOND must not be prior to date of Contract. If Contractor Partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must be legally authorized by the State Board of Insurance to transact business in the State of Texas.

ATTACH POWER OF ATTORNEY

**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 hauling and loading of spoiled dirt services for Brownsville PUB in areas located throughout the City of Brownsville and outlying areas.

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

Furnish all personnel, vehicles and equipment needed to effectively perform the annual hauling and loading services.

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 1 year from the date of award. Brownsville PUB may, unilaterally, extend the contract for two (2) additional one (1) 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 one (1) 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: Accounts Payable, 1425 Robinhood Drive, Brownsville, Texas 78521 or email APinvoices@brownsville-pub.com.

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 (if applicable): The Brownsville PUB's inspection and acceptance of contractual compliance will be accomplished by a representative of the Water/Wastewater Construction & Operations 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. Clothing and apparel must be clean and pressed- **torn clothing and un-tucked shirttails are considered unprofessional and will not be allowed.**
 - 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.

EXHIBIT “A”

SCOPE OF SERVICES

DESCRIPTION: The Brownsville Public Utilities Board (BPUB) requires annual hauling/loading services for use in utility construction or repair work performed by our in-house operation, maintenance, and construction crews. The CONTRACTOR **must respond within 1 business day from the time of notification** by the OWNER and **within 4 hours in the case of an emergency**, which will be at the discretion of the OWNER. The CONTRACTOR shall perform the hauling/loading services to the BPUB Wastewater Treatment Plant Backyard, 3208 Robindale Road, BPUB Warehouse, 1495 Robinhood Drive, BPUB Service Center 1155 FM 511, and/or specific job sites designated by the OWNER. All of the job sites will be within the BPUB’s Water, Wastewater, and Electrical service areas, which are predominantly within the city of Brownsville Extra Territorial Jurisdiction (ETJ). During 2022, approximately 36,000 C.Y. of spoiled dirt compiled for hauling and loading services. BPUB expects a similar amount of services to be performed during this contract period, but it is not guaranteed.

MATERIALS: The CONTRACTOR will be hauling materials in conjunction with underground construction of water, wastewater, and electric utilities. Examples of types of material are sand, caliche, asphalt, and miscellaneous spoiled materials. The OWNER will provide these materials and the CONTRACTOR will provide hauling and loading services only.

EQUIPMENT: The CONTRACTOR shall own all equipment required to provide services to haul/load material. The CONTRACTOR shall show proof of ownership and insurance on this equipment. Equipment required, but not limited to, is as follows:

- I. Dump Trucks
- II. Front End Loader
- III. Backhoe 410-G John Deere or equivalent size
- IV. Motor Grader
- V. 10 Ton Roller
- VI. 2,500 Gallon Water Truck
- VII. Track Mounted Excavator

HAULING/LOADING MEASUREMENT: Material hauled/loaded shall be measured by the cubic yard. Each dump truck owned by the CONTRACTOR shall be assigned an identification number, its box shall be permanently marked with a “full line”, its box shall be measured to the “full line”, and its capacity in cubic yards to the “full line” shall be calculated, all in the presence of the BPUB Employee. The truck cubic yard capacity will be the basis for measurement of material hauled/loaded. The material in the box shall be of uniform height in the box and even with or above the “full line”. Upon completion of the hauling/loading, the dump truck driver shall present a voucher to the BPUB Employee for verification and signature. A copy of the voucher must be given to the BPUB Employee verifying hauling/loading.

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 loads delivered 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 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. Services provided will be paid for by the unit price bid per cubic yard for ANNUAL HAULING/LOADING SERVICES, which price shall include all materials, equipment, labor insurance, profit and incidentals required to provide the services. Monthly pay requests shall include the following: delivery voucher mentioned above, from each delivery, a summary of the total cubic yards for which payment is requested. Only original vouchers, which are signed by a representative of BPUB, will be considered for payment.
 - a. Payment will be on a per site basis for each truckload loaded and hauled.
 - b. Payment is contingent upon Brownsville PUB personnel inspection, approval and satisfaction of completed work.

- c. Invoices for truckload loaded and hauled shall include:
 - 1) Date of Invoice
 - 2) Purchase Order Number
 - 3) Location of hauled/loaded material
 - 4) Total of Invoice

- d. Invoices are to be issued bi-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 Bidder has and continues to protect itself and Brownsville PUB by means of such insurance shall be provided to the Brownsville PUB upon request at any time during Contract period.

EXHIBIT “D”

WARRANTIES

(None)

EXHIBIT "E"

INDEMNIFICATION

1. **SERVICE PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF BROWNSVILLE AND BROWNSVILLE PUB 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"

WORK PRODUCT REQUIRED TO BE RETAINED FOLLOWING COMPLETION OF
WORK.

(None)

EXHIBIT "G"

SPECIAL PROVISIONS

Confidentiality

The Work to be performed by Service Provider and its subcontractors under the attached personal Service Contract is to be done at the request of the City of Brownsville, acting by and through the 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 utility 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 personal Service Contract. 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 personal Service Contract 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 Service Contract. Questions regarding any alleged application of the Texas Public Information Act may need to be submitted to Brownsville PUB's legal counsel and the Texas Attorney General.

Independent Contractor

In the performance of the Work provided for by the Contract, it is understood and agreed that Service Provider shall be and remain at all times an independent contractor.

EXHIBIT “H”

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	<u>Signature</u>	Date
█		█
█		█
█		█



TO: (Insert Service Provider's Information)

Project Description: B045-23 ANNUAL HAULING AND LOADING SERVICES

Dear _____:

The Brownsville PUB has considered the BID submitted by you for the above-described personal services project in response to its Legal Notice and Invitation for Bids dated June 28, 2023 and Instruction to Bidders.

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

You are required by the Instructions to Bidders to execute the attached three (3) 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 Bid 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: Jaime Estrada
Title: Director of Water & Wastewater Operations

ACCEPTANCE OF NOTICE

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

_____ this ____ day
of _____, 20____.

By: _____

Name: _____

Title: _____

statement by Service Provider to Brownsville PUB. Brownsville PUB shall have sole discretion in the final approval or disapproval of any compensation to Service Provider.

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

4. Service Provider's Standard of Care

Service Provider shall provide its services under this Contract with the same degree of care, skill and diligence as is ordinarily provided and under similar circumstances for a similar electric utility project, and shall perform the services under this Contract as outlined in the Scope of Services.

5. Ownership of Documents

As part of the total compensation which Brownsville PUB has agreed to pay Service Provider for the personal services to be rendered under this Contract, Service Provider agrees that all documents, data, studies, tests, lab analyses, surveys, Specifications, maps, photographs and reports which are produced by Service Provider are, and will remain, the property of the Brownsville PUB. Service Provider shall have the right to use such Work products for Service Provider's purposes on this Project.

6. Insurance (See Exhibit "C")

7. Indemnification and Limitation of Liability (See Exhibit "E")

8. Addresses for Notices and Communications

Brownsville PUB
Public Utilities Board of the City of Brownsville
1155 FM 511
Olmito, Texas 78575
Attn: Armando Garcia
Division Manager for Water & Wastewater Distribution & Maintenance
Phone: (956) 983-6386
Email: argarcia@brownsville-pub.com

SERVICE PROVIDER

Phone: _____
Email: _____

All notices and communications under this Contract shall be mailed or delivered to the Brownsville PUB and Service Provider at the above addresses, unless either party changes the official address by written notification.

9. Successors and Assignments

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

10. Termination of Contract for Cause

If, through any cause, Service Provider shall fail to fulfill in timely and proper manner his 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. In such event, all finished and unfinished Documents, data, studies, surveys, Specifications, maps, photographs, and reports prepared by Service Provider under this Contract shall become the property of the Brownsville PUB, except as provided by Paragraph 5 of this Contract, and Service Provider shall be entitled to receive just and equitable final compensation for any personal services Work satisfactorily completed hereunder, provided such compensation is approved by the Brownsville PUB in its sole discretion. The method of compensation herein shall be as provided in the Bid and Paragraph 3.A. of this Contract.

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

the purpose of reasonable setoff until such time as the exact amount of damages due the Brownsville PUB from Service Provider is determined.

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

11. Termination for Convenience of the Brownsville PUB

Brownsville PUB may terminate this Contract for its own convenience at any time by giving at least thirty (30) days notice in writing to Service Provider. If the Contract is terminated by the Brownsville PUB as provided herein, Service Provider will be paid for the properly performed services provided and expenses incurred up to the termination date, if such final compensation is approved by the Brownsville PUB, in its sole discretion. Once Brownsville PUB gives any such notice of Termination for Convenience, Service Provider must use due diligence to mitigate its demobilization costs. If this Contract is terminated due to the fault of Service Provider, Paragraph 10 hereof, relative to Termination for Cause, shall apply. All finished and unfinished Documents, data, studies, surveys, Specifications, maps, photographs, and reports prepared by Service Provider under this Contract shall become the property of the Brownsville PUB, except as provided by Paragraph 5 of this Contract, and Service Provider shall be entitled to receive just and equitable compensation for any Work satisfactorily completed hereunder, provided such final compensation is approved by the Brownsville PUB in its sole discretion. The method of compensation herein shall be as provided in the Bid and Paragraph 3.A. of this Contract.

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

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

12. Changes

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

13. Reports and Information

Service Provider at such times and in such forms as the Brownsville PUB may reasonably require, shall furnish the Brownsville PUB such periodic reports as Brownsville PUB may reasonably request pertaining to the Work or services undertaken pursuant to this Contract; the cost and obligations incurred; or to be incurred in connection therewith; and any other matter covered by this personal services Contract.

14. Civil Rights

Pursuant to Chapters 106 and 110 of the Texas Civil Practice and Remedies Code and BPUB local policies, no person shall, on the grounds of race, religion, gender, sexual preference, 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 and the Brownsville PUB.

15. Incorporation of Provisions Required by Law

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

16. Entire Agreement

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

17. Waiver

The failure on the part of either party herein at any time to require the performance by the other party, of any portion of this Contract, shall not be deemed a waiver of, or in any way

affect that party's rights to enforce such provision, or any other provision. Any waiver by any party herein of any provision hereof, shall not be taken or held to be a waiver of any other provision hereof, or any other breach hereof.

18. Severability

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

19. Survival

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

20. Force Majeure

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

21. Governing Law

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

22. Time for Performance and Liquidated Damages

Service Provider shall commence Work on the date to be specified in a written "Notice to Proceed" issued by the Brownsville PUB.

23. Attorney's Fees

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

24. Cumulative Mutual Remedies

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

25. State or Federal Laws

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

26. No Third Party Beneficiary

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

27. Dispute Resolution

In the event a dispute arises between the parties to this Contract, then as a condition precedent to any legal action by either party, or binding arbitration, the parties shall first refer the dispute to upper management for good faith negotiations for ten (10) calendar days, and if not resolved, then the parties agree to participate in at least one session of mediation, as needed, in an effort to resolve the dispute. The parties agree to split the mediator's fees equally, but each party shall bear their own legal fees for the mediation. 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 _____, 20__.

SERVICE PROVIDER

ATTEST:

_____, Secretary

By: _____

Name: _____

Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

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

Notary Public, State of _____

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

PUBLIC UTILITIES BOARD OF THE
CITY OF BROWNSVILLE, TEXAS

ATTEST:

_____, Secretary

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

THE STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on the ____ day of _____, 20__, by Marilyn D. Gilbert, MBA, General Manager & CEO, of the PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS, on behalf of the City of Brownsville, a Texas municipal corporation, acting through its Public Utilities Board of the City of Brownsville, Texas.

Notary Public, State of Texas



NOTICE TO PROCEED

DATE: (Insert Date)

VIA OVERNIGHT MAIL

TO: (Insert Service Provider's Information)

RE: Notice To Proceed for Annual Hauling and Loading Services, (B045-23)

Dear _____:

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 hauling/loading service 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 Armando Garcia at (956) 983-6386.

Thank you,

By: _____

Name: Jaime Estrada

Title: Director of and Water & Wastewater Operations

**REQUIRED FORMS
CHECKLIST**

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

NAME	FORM DESCRIPTION	SUBMITTED WITH BID	
		YES	NO
Legal Notice	Acknowledgement Form	<input type="checkbox"/>	<input type="checkbox"/>
	Debarment Certification	<input type="checkbox"/>	<input type="checkbox"/>
	Ethics Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Conflict of Interest Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Direct Deposit Form (will be provided to the awarded vendor)	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification Form	<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions	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 (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	OSHA 300 Log (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Contractor Pre-Bid Disclosure completed, signed and notarized (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Sub-Contractor Pre-Bid Disclosure completed, signed, and notarized (if applicable)	<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			

Prospective Bidders are respectfully reminded to completely read and thoroughly respond to the BPUB Instructions for Bidders and Pre-Bid Disclosure Statement. When BPUB evaluates the Bids, 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. Bidders should thoroughly check their submittal for completeness prior to responding to BPUB. Do not imbalance your Bid 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. Bidders are often required to submit OSHA 300 Logs from prior job performance records as well. BPUB can, has, and will reject Bids that fail the responsibility and/or responsiveness standards so as to protect the integrity of the bidding process for all participants. The Bidding community's compliance with these guideline standards will be appreciated by the BPUB.

ETHICS STATEMENT (THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH BID RESPONSE)

The undersigned bidder, by signing and executing this bid, certifies and represents to the Brownsville Public Utilities Board that bidder 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 bidder also certifies and represents that the bidder 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 bidder certifies and represents that bidder 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 bidder also certifies and represents that bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the bidder further certifies and represents that bidder has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that bidder 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 bidder 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 VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BROWNSVILLE PUBLIC UTILITIES BOARD, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS BID.

I have read all of the specifications and general bid 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 BID SUBMITTAL DATE. ANY LISTED DEVIATIONS IN A FINALLY SUBMITTED BID MAY ALLOW THE OWNER TO REJECT A BID AS NON-RESPONSIVE.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS (THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND
SUBMITTED WITH BID RESPONSE)**

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 bid 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/bid 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 bid 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.

(THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH BID RESPONSE)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<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</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>	

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

BROWNSVILLE PUBLIC UTILITIES BOARD
RESIDENCE CERTIFICATION

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

Section 1. (a)

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

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

Section 1. (b)

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

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

Signature: _____

Print Name: _____

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

Signature: _____

Print Name: _____

Organization Name
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

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

<p>1 Name of organization that is the beneficial owner</p>	<p>2 Country of incorporation or organization</p>																
<p>3 Name of disregarded entity receiving the payment (if applicable, see instructions)</p>																	
<p>4 Chapter 3 Status (entity type) (Must check one box only):</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Simple trust</td> <td><input type="checkbox"/> Tax-exempt organization</td> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Partnership</td> </tr> <tr> <td><input type="checkbox"/> Central Bank of Issue</td> <td><input type="checkbox"/> Private foundation</td> <td><input type="checkbox"/> Complex trust</td> <td><input type="checkbox"/> Foreign Government - Controlled Entity</td> </tr> <tr> <td><input type="checkbox"/> Grantor trust</td> <td><input type="checkbox"/> Disregarded entity</td> <td><input type="checkbox"/> Estate</td> <td><input type="checkbox"/> Foreign Government - Integral Part</td> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/> International organization</td> <td></td> </tr> </table> <p>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. <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<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	
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<p>5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions. <input type="checkbox"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. 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<p>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).</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border-bottom: 1px solid black;">City or town, state or province. Include postal code where appropriate.</td> <td style="width: 30%; border-bottom: 1px solid black;">Country</td> </tr> </table>		City or town, state or province. Include postal code where appropriate.	Country														
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For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 59689N

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