



**BROWNSVILLE PUBLIC UTILITIES BOARD**

**Q053-23**

**REQUEST FOR STATEMENT OF QUALIFICATIONS**

**FOR**

**PROFESSIONAL ENGINEERING SERVICES ROTATION LIST FOR  
ELECTRIC UTILITY PROJECTS**

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**SECTION 1  
LEGAL NOTICE  
AND  
REQUEST FOR QUALIFICATION STATEMENTS  
Q053-23**

The Brownsville Public Utilities Board (“BPUB”) will accept sealed Statements of Qualifications for **PROFESSIONAL ENGINEERING SERVICES ROTATION LIST FOR ELECTRIC UTILITY PROJECTS** until **5:00 PM, AUGUST 2, 2023** in the Brownsville PUB Purchasing Office, 1155 FM 511, Olmito, Texas. **Qualification statements received after this time will not be considered.**

Qualification Statements will be acknowledged on **AUGUST 3, 2023 at 10:00 AM**. All persons are invited to attend the acknowledgment via conference call at (956) 214-6020.

Please mark on the **outside of the envelope and on any carrier’s envelope**: “**Q053-23 Request for Qualifications for BPUB Professional Engineering Services Rotation List for Electric Utility Projects, AUGUST 2, 2023, 5:00 PM**”, and send to the attention of Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

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

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

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

Please submit this page upon receipt.

**Acknowledgment Form**

**Q053-23**

**REQUEST FOR STATEMENT OF QUALIFICATIONS FOR PROFESSIONAL  
ENGINEERING SERVICES ROTATION LIST FOR ELECTRIC UTILITY PROJECTS**

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

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

Check one:

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

Company: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

## SECTION 2 INTRODUCTION

### 2.1 GENERAL

The Brownsville Public Utilities Board (“BPUB”) of the City of Brownsville, Texas is forwarding a Request for Qualifications (“RFQ”) for the selection of up to four (4) professional engineering firms to provide professional engineering services required for electrical system studies, long-range plans, analyses, designs, maintenance project designs, rehabilitations, and upgrades. This RFQ is to be used as a guide by consultants when preparing their Statement of Qualifications (“SOQ’s”).

### 2.2 BPUB ELECTRIC SYSTEM DESCRIPTION

The **Electric System** provides retail electric service through its electric facilities to consumers inside and outside the city limits. The existing customer service area of the electric facilities encompasses approximately 133 square miles of Cameron County, including substantially the entire City (estimated by the Public Utilities Board at over 96%). This includes approximately 47 miles of transmission lines and 15 substations helping to provide electrical service to the City of Brownsville (City). The electric system serves a growing base of about 52,410 non-municipal customers and served a peak load of 293.43 MW in Fiscal Year 2022. Current resources, consisting of Power Purchase Agreements, and ownership in power plants are sufficient to cover peak demand.

The Public Utilities Board meets its power supply obligations through a combination of resources: (i) the operation of the Silas Ray Power Production Facilities owned and operated by the Public Utilities Board (composed of one conventional steam turbine unit and a re-powered steam turbine in Combined Cycle with a combustion turbine and a GE LM6000 gas turbine generator for an estimated gas fired capability of 115 MW), (ii) the operation of the Calpine/Hidalgo combined cycle Power Plant in which the BPUB has an ownership interest entitling it to 105 MW of capacity, (iii) a Power Purchase Agreement with Constellation Energy Corporation entitling the BPUB to purchase 78 MW of renewable energy, (iv) a Power Purchase Agreement with AEP Energy Partners, Inc entitling the Board to an estimated 65 MW of energy, and (v) economy energy purchases through an economy power interchange arrangement.

The BPUB currently has a gas transportation agreement with Texas Gas Services Company ("TGS"), a division of ONE Gas, Inc. and a gas supply agreement with Tenaska Marketing Ventures ("TMV") for service to its Silas Ray Generation units, and a gas supply agreement with Calpine Energy Services, LP for service to its Calpine/Hidalgo Plant.

Fuel and transportation contracts are in place, limiting the Public Utilities Board’s exposure to the volatile fuel commodity markets.

As a municipally owned utility, BPUB strives to safely and reliably provide electric service to its customers that meets or exceeds the Public Utilities Commission of Texas system reliability standards. BPUB executes this charge by staffing highly trained and experienced operations personnel to make all reasonable efforts to prevent and restore interruptions of service. When interruptions do occur, BPUB personnel are committed to restoring electric service within the shortest possible time frame without compromising the

safety of BPUB personnel.

### **2.3 SUBMITTAL DEADLINE**

The BPUB will accept Request for Qualifications until **5:00 P.M., August 2, 2023.**

### **2.4 BPUB CONTACTS**

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

Hugo E. Lopez  
Purchasing Department  
Brownsville Public Utilities Board  
1155 FM511  
Olmito, TX 78575  
(956) 983-6375  
[hlopez@brownsville-pub.com](mailto:hlopez@brownsville-pub.com)

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

### **2.5 INQUIRIES AND INTERPRETATIONS**

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

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

## 2.6 PUBLIC INFORMATION

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

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

## 2.7 OBJECTIVE

The objective of this RFQ is to select a group of not more than four (4) professional engineering firms qualified to provide services necessary to complete electrical system studies, long-range plans, analyses, designs, maintenance project designs, rehabilitations, and upgrades of BPUB's Electric Transmission and Distribution Systems on a preestablished rotation. As part of this effort, the selected firms will be asked to provide and negotiate a scope and fee proposal for Electric Utility projects on a case-by-case basis throughout the duration of the **contract period of three (3) years** as project needs emerge. The rotation contract will be for a period of approximately three (3) years or until authorization is expended, during which time a number of individual project assignments may be made. The dollar amount and duration of each assignment will vary depending on the size and complexity of the assignments, and will be negotiated after assignments are made. Firms shall be fully staffed with full-time, in-house, experienced engineering personnel as a minimum in the fields of electrical and mechanical engineering. Additionally, firms shall demonstrate their ability to consistently provide services that meet full-time and regulatory requirements.

## 2.8 BUDGET AND DISTRIBUTION OF WORK:

For the size, quantity and scope of potential BPUB projects to be completed under this rotation list, see the potential project list in **SECTION 9.0**. A copy of the BPUB Electric Approved Fiscal Year 2023 Five-Year Capital Improvement Plan can be provided upon request to email: [hlopez@brownsville-pub.com](mailto:hlopez@brownsville-pub.com) or to [dsolitaire@brownsville-pub.com](mailto:dsolitaire@brownsville-pub.com).

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

It is anticipated that the BPUB will select up to four (4) firms for a rotational list effective for a period of three (3) years from the date of BPUB Board approval.

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

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

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

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

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

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

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

## **2.9 SUB-CONSULTANT OPPORTUNITIES:**

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

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



## SECTION 3 PROPOSAL REQUIREMENTS

### 3.1 GENERAL INSTRUCTIONS

- A. Respondents should carefully read the information contained herein, and submit a complete response to all requirements and questions as directed.
- B. Submittals and any other information submitted by Respondents in response to this RFQ shall become the property of BPUB.
- C. The BPUB will not provide compensation to Respondents for any expenses incurred by the Respondents for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit Proposals and other submittal information in response to this RFQ at their own risk and expense.
- D. Submittals which are qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities of any kind are subject to disqualification by the BPUB, at its option. **OWNER RESERVES THE ABSOLUTE AND UNCONDITIONAL RIGHT TO BE SOLE DETERMINANT OF WHAT IS DEEMED "AN IRREGULARITY" AND TO WAIVE OR INTERPRET ANY IRREGULARITY TO ITS BENEFIT, IN ITS SOLE DISCRETION.**
- E. Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFQ. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the BPUB's needs.
- F. The BPUB makes no guarantee that an award will be made as a result of this RFQ and reserves the right to accept or reject any or all submittals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or contract when deemed to be in the BPUB's best interest. Representations made within the Proposals submittal will be binding on responding firms. The BPUB will not be bound to act by any previous communication or submittal submitted by the firms other than this RFQ.
- G. Firms wishing to submit a "No-Response" are requested to return the Acknowledgement Form. The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- H. Failure to comply with the requirements contained in this RFQ may result in a finding that the respondent is not qualified and is ineligible to submit a proposal or subsequent contract.
- I. Only individual firms or formal joint ventures may apply. Two firms may not apply

jointly unless they have formed a joint venture. Any associates will be disqualified. (This does not preclude an applicant from having consultants.)

- J. No self-performed packages are accepted without prior approval of the Owner.
- K. When ten related projects are requested, do not list more than ten. When up to three project examples are requested, do not list more than three.

### 3.2 PREPARATION AND SUBMITTAL INSTRUCTIONS

- A. Respondents must complete, sign and return the attached Acknowledgement Form as part of their Proposals submittal response. Submittals must be signed by Respondent's company official(s) authorized to commit such submittals. **FAILURE TO SIGN AND RETURN THESE FORMS WILL SUBJECT YOUR SUBMITTAL TO DISQUALIFICATION.**

- B. Responses to this RFQ should consist of the requested descriptions in Section 4.0. It is not necessary to repeat the topic in your response; however, it is essential that you reference the subsection request number with your response corresponding accordingly. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.

- C. Page Size, Binders and Dividers

Submittals must be typed on letter-size (8-1/2" x 11") paper. The BPUB requests that submittals be bound, but no 3-ring binders. Preprinted material should be referenced in the submittal and included as labeled attachments. Sections should be divided by tabs for ease of reference. Number each side of each page consecutively, including letter of interest, brochures, licenses, resumes, supplemental information, etc. Submittals are limited to **50 letter size pages** (front and back, for a total of **100 sheets** of information) with minimum font size of 12.

Covers, table of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Provide the number of copies of the submittal specified in this section.

- D. Table of Contents

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

- E. Pagination

All pages of the submittal should be numbered sequentially within each section in

Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.

**F. Number of Copies**

Submit a total of seven (7) complete copies of the entire response. An original signature must appear on the Letter of Interest on at least one (1) copy submitted.

**G. Submission**

- (1) Seven (7) identical copies and one (1) electronic version (PDF format on a USB stick) of the submittal, including any supplemental printed material referenced with the RFQ, must be submitted and received in the BPUB Purchasing Department on or before the time and date specified, pursuant to the Submittal Deadline Notice to Respondents (ref. Subsection 2.3) and delivered to:

Brownsville Public Utilities Board  
Purchasing Department  
1155 FM 511  
Olmito, TX 78575

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

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

**SECTION 4  
STATEMENT OF QUALIFICATIONS RESPONSE FORMAT**

- **SECTION 1.** Describe the services and capabilities of your firm as related to this RFQ. *\*There must be representation for all major scopes of work listed in the respondent's statement of qualifications.* The description should break down your firm's personnel and experience as follows:

- A. **Electric OH Distribution Design.** Describe if your firm possesses in-house qualified personnel for this category and list the total amount of accumulated electric OH distribution design experience.
  - B. **Electric Underground Residential Design (URD).** Describe if your firm possesses in-house qualified personnel for this category and list the total amount of accumulated electric URD distribution design experience.
  - C. **Electric Transmission Design (138kV-345kV).** Describe if your firm possesses in-house qualified personnel for this category and list the total amount of accumulated electric transmission design experience at voltages of 138kV and above.
  - D. **Electric Substation Design.** Describe if your firm possesses in-house qualified personnel for this category and list the total amount of accumulated electric substation design experience your firm possesses.
  - E. **Relay Protection and Control Engineering/Design.** Describe if your firm possesses in-house qualified personnel for this category and list the total amount of accumulated Relay Protection and Control Engineering/Design.
  - F. **Electric Planning.** Describe if your firm possesses in-house qualified personnel for this category and list the total amount of accumulated electrical planning that can provide long-range planning, load studies, transmission assessments/studies (short circuit, steady-state, stability), facility studies, voltage sag analysis, and similar studies.
- **SECTION 2.** Provide a description of the firm’s quality assurance/quality control program and state if the firm is ISO 9001 certified. Add any additional pertinent information that demonstrates the firm’s ability to provide services that meet customer and regulatory requirements.
  - **SECTION 3.** Include the resumes of key individuals who will be assigned to this project along with a statement of their roles in this project. Firms will be evaluated as to their capacity to undertake projects entirely with internal support for all the various engineering disciplines required by this RFQ, including, electrical, mechanical, and protection/control engineering.
  - **SECTION 4.** State if any sub-consultants will be utilized for any of the above specialties or disciplines. If other firms are to be involved, please state the names of these firms, and the type of work they will be performing.

Any questions concerning this project shall be directed to Hugo E. Lopez, (956) 983-6375; email: [hlopez@brownsville-pub.com](mailto:hlopez@brownsville-pub.com) or to [dsolitaire@brownsville-pub.com](mailto:dsolitaire@brownsville-pub.com). The BPUB will provide additional information concerning this project as requested by the interested consultants through addendum.

All SOQ’s must be received by the BPUB Purchasing Department by **AUGUST 2, 2023, 5:00 P.M.** SOQ’s received after that time will not be considered. Seven (7) copies and one (1) electronic pdf copy of the SOQ’s must be submitted. Please submit SOQ in a sealed envelope marked **“Q053-23 PROFESSIONAL ENGINEERING SERVICES ROTATION LIST FOR ELECTRIC UTILITY PROJECTS, AUGUST 2, 2023, 5:00 PM.”** to:

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

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

## SECTION 5 EVALUATION PROCESS

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

- Electric OH Distribution Design – Firms will be evaluated with respect to their in-house personnel qualifications and experience with Electric OH Distribution Design. (**Max. 15 points**).
- Electric Underground Residential Design (URD)– Firms will be evaluated with respect to their in-house personnel qualifications and experience with Electric Underground Residential Design (URD) (**Max. 20 points**).
- Electric Transmission Design (138kV-345kV)– Firms will be evaluated with respect to their in-house personnel qualifications and experience with Electric Transmission Design (138kV-345kV) (**Max. 15 points**).
- Electric Substation Design– Firms will be evaluated with respect to their in-house personnel qualifications and experience with Electric Substation Design (**Max. 15 points**).
- Relay Protection and Control Engineering/Design – Firms will be evaluated with respect to their in-house personnel qualifications and experience with Relay Protection and Control Engineering/Design (**Max. 10 points**).
- Electric Planning– Firms will be evaluated with respect to their in-house personnel qualifications and experience with Electric Planning (**Max. 10 points**).
- Management Qualifications – Firms will be evaluated in terms their ability to consistently provide services that meet customer and regulatory requirements. Additional certifications such as an ISO 9001 firm are not required but preferred. A strong Quality Assurance/Quality Control program is desired. (**Max. 5 points**).
- In-house Engineering – Firms will be evaluated as to their capacity to undertake projects entirely with internal support for all the various engineering disciplines required by this RFQ, including civil, electrical and mechanical engineering. Firms that have full time in-house engineers for all the mentioned engineering specialties will obtain a higher score for this

category. (Max. 5 points).

- Individual Submissions – Firms will be evaluated as to their capacity to undertake projects entirely with internal support for the various engineering disciplines required by this RFQ. Firms submitting SOQ's individually, as opposed to a joint venture, will receive a higher score (Max. 5 points).

## **SECTION 6 SELECTION PROCESS**

A committee made up of members of the BPUB Staff will review, score and rank all the SOQ submittals received based on the criteria specified in Section 5 and develop a shortlist of responsive companies. If there are no more than four (4) responsive companies, all responsive companies will be shortlisted. If there are greater than four (4) responsive companies, then in addition to the four (4) highest ranked respondents, the short list will also include any responsive companies whose score is no more than twenty-five (25) points lower than that of the highest scoring respondent. The selection of the shortlist will be based solely on proposals and ranked according to the criteria outlined in this RFQ.

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

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

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

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

**6.1 KEY EVENTS SCHEDULE:**

<b>RFP SCHEDULE</b>	<b>DATES/TIME (CST)</b>
Advertise RFQ	July 16, 2023 and July 23, 2023
Release RFQ	July 17, 2023
Deadline to submit questions or requests for clarifications regarding the RFQ to <a href="mailto:DSolitaire@brownsville-pub.com">DSolitaire@brownsville-pub.com</a>	July 28, 2023 by 5:00 p.m.
Answers to questions posted and/or emailed.	July 31, 2023 by 5:00 p.m.
<b>RFQ SUBMITTAL DEADLINE</b>	<b>August 2, 2023 by 5:00PM</b>
Acknowledge Submittals	August 3, 2023 at 10:00 AM
Evaluate RFQ responses and develop short list	August 4-28, 2023
BPUB Board Interviews and Selection	September 11, 2023

**6.2 ELIGIBLE RESPONDENTS**

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

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

## **SECTION 7 AGREEMENT**

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



## SECTION 8 MINIMUM INSURANCE

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

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

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

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

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

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

Excess Umbrella Liability:  
\$1,000,000.00

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

**SECTION 9  
POTENTIAL BPUB PROJECT LISTING:**

**Transmission Studies / Support**

- ❖ **Electric Long-Range Plan**
- ❖ **Transmission / Generation Full Interconnection Study**
  - **Stability Assessment**
  - **Short Circuit Assessment**
  - **Steady State Assessment**
- ❖ **Sub-synchronous Resonance (SSR) Studies**
- ❖ **Voltage Sag Studies**
- ❖ **Flicker Assessment**
- ❖ **FERC Order 693 Compliance Consultation**
- ❖ **Protection Relay Coordination Studies**
- ❖ **Facility Ratings**

**Electric Distribution / Transmission Design**

- ❖ **General Electric Transmission Design Jobs**
- ❖ **Distribution Short Circuit Studies**
- ❖ **General Electric Distribution Design Jobs**
- ❖ **Overhead Insulated Wire Installation Design**
- ❖ **Underground Residential Distribution (URD) Design for New Residential and Commercial Subdivisions**
- ❖ **Branch Feeder Design for COB and DPS Joint Tactical Training Center**
- ❖ **Automated Distribution Capacitor Banks**
- ❖ **Automated Distribution Reclosers**
- ❖ **Automated Distribution Fault and Load Transmitter and Receiver System**
- ❖ **Voltage Regulator Installations**
- ❖ **Boca Chica Fiber Installation (Phase 3) between Padre Island Hwy and FM 511**

**Substation Design**

- ❖ **Substation Rehabilitation**
- ❖ **Install a Second Power Transformer at PA Substation**
- ❖ **Extend a New Distribution Feeder from TN Substation to SC Road**
- ❖ **Battery Bank Replacement for Various Substations**
- ❖ **Relay Replacement/Upgrade**
- ❖ **High Voltage Equipment Replacement/Upgrade**

**Relay Protection and Control Engineering/Design**

- ❖ **Relay Coordination Study for Transmission System**
- ❖ **Relay Protection Design for Utility Interconnect**
- ❖ **Implement SEL TEAM Software**

**SECTION 10  
SAMPLE AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF CAMERON   §

PROFESSIONAL ENGINEERING SERVICES CONTRACT

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

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

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

1.     Scope of Services

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

2.     Compensation

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

3.     Method of Payment

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

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

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

4. Engineer's Standard of Care

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

5. Ownership of Documents

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

6. Insurance

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

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

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

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

Commercial General Liability

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

Comprehensive Business Automobile Liability for all vehicles:

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

Excess Umbrella Liability:

\$1,000,000.00

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

**7. INDEMNIFICATION AND LIMITATION OF LIABILITY**

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

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

8. Addresses for Notices and Communications

BPUB

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

Attn: \_\_\_\_\_

Phone: (956) 983-6 \_\_\_\_\_

Email: \_\_\_\_\_@brownsville-pub.com

Engineer

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

Phone: (956) \_\_\_\_\_

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

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

9. Successors and Assignments

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

10. Termination of Contract for Cause

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

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

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

11. Termination for Convenience of the Parties

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

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

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

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

12. Changes

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

13. Reports and Information

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

14. Civil Rights

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

15. Incorporation of Provisions Required by Law

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



16. Entire Agreement

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

17. Waiver

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

18. Severability

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

19. Survival

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

20. Force Majeure

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

21. Governing Law

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

22. Time for Performance

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

23. Attorney's Fees

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

24. Cumulative Mutual Remedies

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

25. State or Federal Laws

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

26. No Third Party Beneficiary

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

27. Dispute Resolution

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

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

CONSULTANT

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

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

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

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

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

\_\_\_\_\_

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

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

CITY OF BROWNSVILLE PUBLIC UTILITIES BOARD

ATTEST:

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

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

THE STATE OF TEXAS           §

COUNTY OF CAMERON         §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Marilyn D. Gilbert, MBA, General Manager and CEO of the CITY OF BROWNSVILLE PUBLIC UTILITIES BOARD.

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

**EXHIBIT “A”**

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

(Add Scope)

## **EXHIBIT “B”**

### **COMPENSATION FOR ENGINEERING SERVICES ON THE BROWNSVILLE PUB (ADD PROJECT NAME) PROJECT**

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

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

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

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

# **ATTACHMENT 1**

## **BILLING RATES BY EMPLOYEE CLASSIFICATIONS**

Attachment 1 to Exhibit “B”

(Add Rates)

### **KEY PERSONNEL:**

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

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

**ATTACHMENT 2**  
**ENGINEERING FEE SUMMARY**

**Attachment 2 to Exhibit “B”**

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

Labor and Indirect Charges

\$

Direct Expenses (at cost)

\$

Total Estimated Costs

\$



**ATTACHMENT 3**  
**DEVELOPMENT OF ENGINEERING FEES**  
**BY PROJECT PHASE**

**Attachment 3 to Exhibit “B”**

**(Add fee schedule)**

## **EXHIBIT “C”**

### **PROPOSED SCHEDULE FOR ENGINEERING SERVICES ON THE BROWNSVILLE PUB (ADD PROJECT NAME)**

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

**SECTION 11  
REQUIRED FORMS  
CHECKLIST**

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

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

**ETHICS STATEMENT**  
**(Complete and Return this form with Response)**

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

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

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

COMPANY: \_\_\_\_\_

AGENT NAME: \_\_\_\_\_

AGENT SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ TELEFAX: \_\_\_\_\_

FEDERAL ID#: \_\_\_\_\_ AND/OR SOCIAL SECURITY #: \_\_\_\_\_

---

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

---

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

Name of Entity: \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Name and Title of Authorized Representative (Typed)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

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

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<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>	<b>OFFICE USE ONLY</b>  Date Received	
<b>1</b> Name of vendor who has a business relationship with local governmental entity.		
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3</b> Name of local government officer about whom the information is being disclosed.	_____ Name of Officer	
<b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>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="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>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="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p>		
<b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
<b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
<b>7</b>	_____ Signature of vendor doing business with the governmental entity	
		_____ Date

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

## **CERTIFICATE OF INTERESTED PARTIES-FORM 1295**

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

In 2015, the Texas Legislature adopted House Bill 1295. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

To implement the law, the Texas Ethics Commission (TEC) adopted new rules necessary to prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form, Form 1295, on October 5, 2015. The commission also adopted new rules as part of Chapter 46 of the Texas Administrative Code on November 30, 2015.

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

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

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

To obtain additional information on HB 1295, to learn more about TEC's process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following link: [https://ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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



# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

**BROWNSVILLE PUBLIC UTILITIES BOARD**  
**RESIDENCE CERTIFICATION**

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

Section 1. (a)

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

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

Section 1. (b)

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

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

Signature: \_\_\_\_\_

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

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

\_\_\_\_\_  
(City and State)

Signature: \_\_\_\_\_

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

Organization Name  
State Law Verifications

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

- **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS:** By submission of a response to City of Brownsville Public Utilities Board ("BPUB") Request for Qualifications Q018-23 (the "RFQ"), the responding Company represents that, to the extent this proposal submission or any contracts executed in response to this proposal constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Section 2252.152 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the responding Company, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Company is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.
- **ANTI-BOYCOTT ISRAEL VERIFICATION:** By submission of a response to the BPUB RFQ, the responding Company represents that, to the extent this proposal submission, or any contracts executed in response to this proposal, constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, the responding Company, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Company, (1) does not boycott Israel and (2) will not boycott Israel through the term of any such contract. The term "boycott Israel" as used in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.
- **VERIFICATION REGARDING NO DISCRIMINATION AGAINST FIREARMS:** By submission of a response to the BPUB RFQ, the responding Company represents that, to the extent this proposal submission, or any contracts executed in response to this proposal, constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, the responding Company hereby verifies that it, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Firm, (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of any such contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, to the extent such section does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).
- **VERIFICATION REGARDING NO ENERGY COMPANY BOYCOTTS:** By submission of a response to the BPUB RFQ, the responding Company represents that, to the extent this proposal submission, or any contracts executed in response to this proposal, constitutes a contract for goods or

services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, the responding Company hereby verifies that the responding Company, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Firm, (1) does not boycott energy companies and (2) will not boycott energy companies during the term of any such contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, to the extent such section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to such term in Section 809.001(1), Texas Government Code.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

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

NOTARY SEAL \_\_\_\_\_

NOTARY SIGNATURE \_\_\_\_\_

Date





**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

<b>Social security number</b>																									
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**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Form **W-8BEN-E**

(Rev. October 2021)  
Department of the Treasury  
Internal Revenue Service

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

▶ For use by entities. Individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code.  
▶ Go to [www.irs.gov/FormW8BENE](http://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**

<b>1</b> Name of organization that is the beneficial owner	<b>2</b> Country of incorporation or organization
--	---

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

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

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

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

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

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

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

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

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

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