



**LEGAL NOTICE  
AND  
INVITATION TO BID  
B007-24**

Sealed bids will be received by the PUBLIC UTILITIES BOARD of the City of Brownsville, Texas ("BPUB"), at the BPUB Purchasing Department office; 1155 FM 511 Olmito, Texas 78575 **until 5:00 PM, Wednesday, November 8, 2023** for the project described in the Contract Documents and Specifications entitled:

**ANNUAL CRANE SAFETY INSPECTION AND PREVENTATIVE MAINTENANCE**

Bids received after this time will not be considered.

Bids will be publicly opened and read aloud on November 9, 2023 at 10:00 AM. Bidders can request a copy of the bid tabulation by emailing [hlopez@brownsville-pub.com](mailto:hlopez@brownsville-pub.com). Vendors can call in at 10:00 AM, November 9, 2023 to (956) 214-6020 to listen to the bid opening.

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

One (1) set of the bid documents shall be enclosed in a sealed envelope and shall be plainly marked on the outside of the envelope and on any carrier's envelope: **"B007-24 ANNUAL CRANE SAFETY INSPECTION AND PREVENTATIVE MAINTENANCE, November 8, 2023, 5:00 PM"**. This envelope shall be addressed to Diane Solitaire; Brownsville Public Utilities Board; Purchasing Department; 1155 FM 511, Olmito, Texas 78575

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

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

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

Please submit this page upon receipt

Acknowledgment Form

**B007-24 ANNUAL CRANE SAFETY INSPECTION AND PREVENTATIVE  
MAINTENANCE**

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

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

Check one:

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

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

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

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

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

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

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

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

**\*IF SPECIFICATIONS ARE DOWNLOADED FROM WEBSITE PLEASE E-MAIL THIS PAGE TO EMAIL LISTED ABOVE**

## Special Instructions

### *Contract Information*

- **Interpretation**

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

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

- **Tentative Time Line**

1. October 23, 2023, through November 8, 2023 - Vendors work on bid.
2. November 8, 2023 at 5:00 PM - **Vendor must submit one (1) set of bid documents sealed in an envelope to:**

Diane Solitaire, Purchasing  
1155 FM 511  
Olmito, TX 78575

Bid #007-24 – Annual Crane Safety Inspection and Preventative Maintenance

**Due: November 8, 2023 at 5:00 PM**

*Failure to provide the above noted information on bid envelope will disqualify bid. **The Brownsville Public Utilities Board will not be held responsible for missing, lost or late mail. Brownsville Public Utilities Board will not accept electronic transmission or facsimile of sealed bids.***

3. November 3, 2023 – Last day to submit questions
4. November 9, 2023 - Open bids at 10:00 AM
5. November 10 -27, 2023- Evaluate bids
6. November 30, 2023 - Provide Final Recommendations
7. December 11, 2023 – Sent to BPUB Board of Directors
8. Contract will commence – January 2024

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

Brand name or manufacturer's reference used in this request is descriptive – not restrictive – it is intended to indicate type and quality desired. Brands of like nature and quality will be considered. If bidding on other than referenced specifications please provide complete descriptive information of said article.

- **Pricing**

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern. **Price shall remain firm for a period of one (1) year.**

All fields (UNIT PRICE AND TOTAL PRICE) on the Bid Schedule pages must be filled.

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

- **Vendor Representative**

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

- **Quality of Products (RESERVED)**

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

- **Determining Factors for Award**

1. Compliance with requirements of the technical specifications
2. Price (Categories will be reviewed for fair and reasonable price determination).
3. Quality of performance on previous work on similar contracts
4. Recent successful completion of similar projects
5. BPUB evaluation of any identified and significant joint ventures, subcontractors, and suppliers
6. Safety record will be considered when determining the responsibility of the bidder

- **Contract with Vendor/Entity Indebted to BPUB**

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

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

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

- **Tax Identification Number (TIN)**

In with IRS Publication 1220, aW9 form, or a W8 form in cases of a foreign vendor, will be required of all vendors doing business with the BPUB. If a W9 or W8 form is not made available to BPUB, the first payment will be subject to income tax withholding at a rate of 28% or 30% depending on the U.S. status and the source of income as per IRS Publication 1220. **The W9 or W8 form must be included with bid response.** Attached are sample forms.

- **Taxes**

The Brownsville Public Utilities Board is exempt from Federal Excise Tax, State Tax and local Taxes. Do not include tax in the bid. If it is determined that tax was included in the bid it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.

- **Signing of Bid**

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

- **EEOC Guidelines**

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

- **Living Wage Statement**

On April 16, 2007, the BPUB Board of Directors approved a local “living wage” policy that requires all Contractors and Subcontractors performing 100% Non-Federally funded Work for the BPUB to pay a minimum wage rate of \$8.00/hour. The BPUB requires that all Contractors and Subcontractors comply with this policy. Otherwise, the BPUB adopts the Federal Department of Labor Wage scales for Cameron County on 100% Non-Federally funded projects as specified later herein in the Supplementary General Conditions.

- **Contract and Purchase Order**

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

- **Contract Term**

The term of agreement for the crane inspection services will be from the date of the award for one (1) year with the option to renew for two (2) additional one (1) year periods if service and price are satisfactory and agreed upon in writing by both parties. The approved selected candidate must meet BPUB’s insurance and bonding requirements and agree to enter into a

Contract Agreement in substantially the form and terms as included in the sample Contract attached as **Attachment B**.

- **Brownsville Public Utilities Board Rights**

1. If only one or no bid is received by "submission date", the BPUB has the right to reject, re-bid, accept and/or extend the bid by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all bids and to make awards as they may appear to be advantageous to the Brownsville Public Utilities Board. The bidder must indicate "all or none" in the bid if the above-stated condition is not acceptable.
3. The right to hold bid for 90 days from submission date without action, and to waive all formalities in bidding.
4. The right to extend the total bid quote beyond the original 90-day period prior to an award if agreed upon in writing by both parties and if low bid holds firm
5. The right to terminate all or any part of the undelivered portion of any order resulting from this solicitation with thirty (30) days written notice; upon default by the Vendor, for delay or non-performance by the Vendor, or if it is deemed in the best interest of the Utilities for convenience.
6. The right to increase or decrease quantities/services. In bid, stipulate whether an increase or decrease in quantities/services will affect bid price.
7. Brownsville PUB has the right to refuse to enter into a contract or other transaction with any individual or entity indebted to the municipality as per Local Government Code 252.0436.

- **Corrections**

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

- **Work Hours/Payment Procedures**

Services related to this contract will only be allowed during normal working hours, Monday thru Friday, 8 AM to 5 PM. The invoice must include the BPUB's Purchase Order number and a brief description of work completed.

- **Withdrawal of Bid**

Candidates may withdraw their bids anytime up to the time specified as the closing time for acceptance of bids. However, no candidate shall withdraw or cancel their bids for a period of

90 days after said closing date for acceptance of proposal nor shall the successful candidate withdraw or cancel or modify their proposal, except at the request of the BPUB, after having been notified that the BPUB has accepted the said bid.

## **BID RESPONSE FORMAT**

The candidate shall prepare their bids in duplicate on the attached bid form with attachments as necessary to fulfill the specifications contained herein. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, must be correctly filled. Any exceptions or deviations from the requested services must be clearly indicated in writing and submitted with and form a part of the bid form. Failure to follow these instructions will be grounds for disqualifications of the bid.

- Provide a description of the services and capabilities as related to this project. The description should mention the Vendor's experience (5 years minimum) as well as its personnel in terms of past efforts in this type of work and the quality and level of commitment to this project. Also listed should be the capabilities and accomplishments of key individuals to be assigned to this project.
- Submit a price break down for each task in the Scope of Work. Bids shall be separated by department (either Dept. 3230, Dept. 3145, Dept. 2220 or Dept. 1410) for internal accounting purposes. The price should cover all the costs associated with each task (labor, parts, and shipping/freight) as "turn-key".
- State whether members of your staff would complete this project, or if the work would be accomplished through a contract with other companies. If other Vendors are to be involved, please state the names of these Vendors, and the phase and type of work they will be involved in. In addition, please provide information on projects they have worked on. BPUB reserves the right to approve or reject any subcontractors listed.
- Describe the type of training received by the personnel to be assigned to this project and any certifications held by them.
- Provide a list of Vendor references to include name, address and telephone number.
- Provide a minimum of one (1) copy of a similar crane condition assessment report prepared by the Vendor.
- Provide a short description of the firm's management qualifications and quality control/quality assurance process.
- Additionally, each vendor may submit other information as deemed appropriate for the proper evaluation of the bid.

**GENERAL INFORMATION AND INSTRUCTIONS  
STATEMENT OF PURPOSE**

1. The BPUB is seeking bids for Annual Crane Safety Inspection and Preventative Maintenance to perform OSHA compliant crane inspections on a monthly and yearly basis to various overhead and mobile cranes.
2. BPUB reserves the right to accept or reject all or any part of the bid, waive minor technicalities, and award the bid to best serve the interest of the BPUB. The BPUB also reserves the right to waive or dispense with any of the formalities contained herein.
3. BPUB shall have exclusive ownership of all documents prepared as a result of this Annual Crane Safety Inspection and Preventative Maintenance Contract.
4. Vendor will immediately advise of any direct or indirect conflicts of interest that might arise in the performance of this Annual Crane Safety Inspection and Preventative Maintenance Contract.
5. Vendor shall not assign this contract without the consent of the BPUB of the City of Brownsville, Texas.
6. Vendor will not approve any subcontracts to hire any outside person(s) or agencies, without approval of the BPUB.
7. Vendor will not perform any additional services or incur any additional expenses requiring BPUB to pay additional consideration over and above the fees provided herein, unless expressly approved by the BPUB prior to the time such services or expenses are incurred.
8. Bids are to be submitted on the basis of the specifications contained herein. All deviations from the specifications must be clearly identified and explained.
9. The information contained herein is believed to be accurate and up-to-date, but is not intended to be an express or implied warranty.
10. No telephone or faxed bids will be accepted. Bids will only be accepted if delivered by U.S. Postal Service, contract carriers, hand delivery, etc. BPUB will not be responsible for missing, lost or late mail. Any bids received after the deadline will be returned to the bidder unopened.
11. Successful Vendor will be required to meet BPUB insurance requirements listed below.

**INSURANCE REQUIREMENTS**

Brownsville PUB, in its sole discretion, may require at vendor's expense certain insurance guaranteeing performance and payment of the services to be provided hereunder and may



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

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

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

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

**NOTE: CERTIFICATE OF INSURANCE NOTING BPUB REQUIREMENTS MUST BE SUBMITTED TO BPUB PRIOR TO COMMENCING WORK.**

## **EXHIBIT A**

### **SCOPE OF SERVICES FOR CRANE INSPECTION AND PREVENTIVE MAINTENANCE**

As previously stated, the objective of this project is to perform monthly and annual crane inspections and preventative maintenance to approximately 31 cranes ranging in capacity from 1 to 20 tons. The inspections, maintenance, repairs, and replacement parts shall conform to the original equipment manufacturers recommendations as well as OSHA, ANSI, CMAA, HMI, ISO 9000, NEC, NEMA, ASME and CMSC codes. Work shall be done by “Certified Crane Inspectors” with extensive field inspection hours. Inspectors shall evaluate and code all crane components deficiencies found and prioritize by impact on safety or production. The successful Vendor shall submit a condition analysis report for each crane inspected, repaired, and installed. The firm’s bid shall include an alternate cost (separately itemized) to load test cranes that undergo any load bearing modifications and hoist disassembly as required by the OEM in order to fully inspect hoist components when required. Deliverables include monthly and annual crane inspection checklists that conform to OSHA 1910.179 and OSHA 1926.1412. Monthly and annual crane inspection reports/check lists shall list all crane components inspected and their condition. Separate monthly preventative maintenance reports shall be submitted by the vendor with original signatures. All submitted crane inspections and preventative maintenance reports shall bear the crane inspector’s original signature and be on the vendor’s company letterhead documentation.

**EXHIBIT B  
COST SHEET  
B007-24**

<b>Item No.</b>	<b>Crane Assignment</b>	<b>Location</b>	<b>Department No.</b>	<b>Crane Type</b>	<b>Capacity</b>	<b>Inspection Cost</b>
1	LS Shop	LS Shop	3230	Overhead Crane	2 TON	
2	LS 63	LS 63	3230	Jib Crane	3 TON	
3	LS 64	LS 64	3230	Jib Crane	3 TON	
4	LS 8	LS 8	3230	Jib Crane	5 TON	
5	Unit 380	NA	3230	Mobile Crane	6 TON	
6	Unit 443	NA	3230	Mobile Crane	1 TON	
7	Mechanic Shop	WTP1	3145	Overhead Crane	5 TON	
8	Old River Pump Station	WTP1	3145	Overhead Crane	5 TON	
9	New River Pump Station	WTP1	3145	Overhead Crane	2 TON	
10	Chlorine Building	WTP1	3145	Overhead Crane	2 TON	
11	Mechanic Shop	WTP2	3145	Overhead Crane	1 TON	
12	Chlorine Building	WTP2	3145	Overhead Crane	2 TON	
13	Chlorine Building	SRWA	3145	Overhead Crane	2 TON	
14	HSP Room	SRWA	3145	Overhead Crane	2 TON	
15	RO Building	SRWA	3145	Overhead Crane	2 TON	
16	Blower Room No. 2 North	NWWTP	3145	Overhead Crane	5 TON	
17	Blower Room No. 2 South	NWWTP	3145	Overhead Crane	5 TON	

Item No.	Crane Assigination	Location	Department No.	Crane Type	Capacity	Inspection Cost
18	Mechanic Shop	SWWTP	3145	Overhead Crane	1 TON	
19	Mechanic Storage Room	SWWTP	3145	Overhead Crane	2 TON	
20	Chlorine Building	SWWTP	3145	Overhead Crane	2 TON	
21	RAS Pump Station	SWWTP	3145	Overhead Crane	3 TON	
22	Unit 446	NA	3145	Mobile Crane	10 TON	
23	Unit 381	NA	3145	Mobile Crane	6 TON	
24	UV Disinfection	NWWTP	3145	Overhead Crane	0.5 TON	
25	Microfiltration Plant Building	SRWA	3145	Overhead Crane	3 TON	
26	Bridge Indoor Main Bldg. 2 <sup>nd</sup> Floor	Power Plant	2220	Overhead Crane	20 TON	
27	Bridge Indoor Main Shop Bldg.	Power Plant	2220	Overhead Crane	20 TON	
28	PCB/Transformer Building	Environm ental Svc. Div.	1410	Overhead Crane	3 TON	

**TOTAL COST FOR ITEMS 1 THRU 6: \$** \_\_\_\_\_

**TOTAL COST FOR ITEMS 7 THRU 25: \$** \_\_\_\_\_

**TOTAL COST FOR ITEMS 26 and 27: \$** \_\_\_\_\_

**TOTAL COST FOR ITEM 28: \$** \_\_\_\_\_

**GRAND TOTAL ITEMS 1 THRU 28: \$** \_\_\_\_\_

**OPTIONAL COST - LOAD TESTING: \$** \_\_\_\_\_

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

Authorized Company Representative: \_\_\_\_\_  
Print Name

Authorized Company Representative: \_\_\_\_\_  
**Signature \*Failure to sign bid will disqualify it\***

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

\_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

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

**ATTACHMENT A**  
**ACRONYM DEFINITIONS**

OSHA	Occupational Safety and Health Administration
ANSI	American National Standards Institute
CMAA	Crane Manufacturers Association of America
HMI	Hoist Manufacturer's Institute
ISO 9000	International Organization for Standardization 9000
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
ASME	American Society Of Mechanical Engineers
CMSC	Crane Manufacturers Service Committee



days after presentation of an accurate aggregate statement by Service Provider to Brownsville PUB. Brownsville PUB shall have sole discretion in the final approval or disapproval of any compensation to Service Provider.

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

4. Service Provider's Standard of Care

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

5. Ownership of Documents

As part of the total compensation which Brownsville PUB has agreed to pay Service Provider for the personal services to be rendered under this Contract, Service Provider agrees that all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs and reports which are produced by Service Provider are, and will remain, the property of Brownsville PUB. Service Provider shall have the right to use such work products for Service Provider's purposes on this Project. The above notwithstanding, Service Provider 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. Service Provider agrees to maintain Worker's Compensation Insurance and Employers' Liability Insurance to cover all of its own personnel engaged in performing services for Brownsville PUB under this Contract in the following amounts:

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

- B. Service Provider also agrees to maintain Commercial General Liability, Business Automobile Liability, and Umbrella Liability Insurance covering claims against Service Provider for damages resulting from bodily injury, death or property damages from accidents arising in the course of work performed under this Contract in the following amounts:



***Commercial General Liability***

Personal injury and property damage –  
\$500,000.00 combined single limit each occurrence and  
\$500,000.00 aggregate

Business Automobile Liability for all vehicles:

**Bodily injury and property damage –**  
\$500,000.00 combined single limit each accident

- C. Service Provider shall add the Brownsville PUB and the City of Brownsville, together with their respective Commissioners, Board Members and employees, as additional insureds on all required insurance policies, except workers' compensation/employer's liability insurance. The insurance certificate(s) shall provide for thirty (30) calendar days advance notice to Brownsville PUB of any policy cancellation. The Commercial General Liability and Excess Umbrella Liability Policy shall be of an "occurrence" type policy. The Commercial General Liability shall also include protection against claims insured by usual personal injury liability coverage and coverage for contractual liability assumed by Service Provider.
- D. Service Provider shall furnish Brownsville PUB with Insurance Certificate(s) at least ten (10) calendar days prior to field work commencement, which confirm that all required insurance policies are in full force and effect.
- E. Brownsville PUB and Service Provider waive all rights against each other and their officers, directors, agents, or employees for damage covered by any Brownsville PUB or construction contractor property insurance in effect during and after the completion of Service Provider's services.

7. Indemnification and Limitation of Liability

**SERVICE PROVIDER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF BROWNSVILLE, BROWNSVILLE PUB AND THEIR RESPECTIVE 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 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 SERVICE PROVIDER OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OF PERFORMANCE OF THIS CONTRACT.**

**TO THE EXTENT ALLOWED BY TEXAS LAW, BROWNSVILLE PUB AGREES TO HOLD SERVICE PROVIDER HARMLESS FROM DAMAGES,**

**COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF BROWNSVILLE PUB, ITS OFFICERS AND EMPLOYEES.**

8. Addresses for Notices and Communications

Brownsville PUB

Attention:

Title

1425 Robinhood Drive  
Brownsville, Texas 78521  
Phone: (956) 983-6  
Email: brownsville-pub.com

SERVICE PROVIDER

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

Phone:

Email:

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

9. Successors and Assignments

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

10. Termination of Contract for Cause

If, through any cause, Service Provider shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if Service Provider shall violate any of the covenants, agreements, warranties or stipulations of this Contract, Brownsville PUB shall thereupon have the right to terminate this Contract by giving written notice to Service Provider of such termination and specifying the date thereof, at least fifteen (15) calendar days before the effective date of such termination. Without limitation as to cause, Brownsville PUB shall have the right to terminate this Contract for cause if in its sole opinion the work of the Service Provider is not effective for the purpose it is being

performed. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Service Provider under this Contract shall become the property of Brownsville PUB, except as provided by Section 5 of this Contract, and Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder provided such compensation is approved by Brownsville PUB in its sole discretion. The method of compensation herein shall be as provided in Section 2. of this Contract.

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

Subject to Sections 4 and 7 liability limitations, Service Provider agrees that Brownsville PUB shall have all rights and remedies afforded to it at law to recover any damages sustained by Brownsville PUB in connection with the work performed by Service Provider under the Contract, including regulatory fines and penalties, attorney fees, and expert witness cost associated with the defense against any cause of action related to the goods and services employed by Service Provider under this Contract. In the alternative, Brownsville PUB shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

11. Termination for Convenience of the Brownsville PUB

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

Notwithstanding the above, Service Provider shall not be relieved of liability to the Brownsville PUB for damages sustained by the Brownsville PUB by virtue of any

intentional and/or negligent act or omission, or any breach of the Contract by Service Provider, and Brownsville PUB may withhold any payments to Service Provider for the purpose of reasonable setoff until such time as the exact amount of damages due Brownsville PUB from Service Provider is determined.

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

12. Changes

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

13. Reports and Information

Service Provider, at such times (but not more than once per month unless emergency situation arises), and in such forms as Brownsville PUB may require, shall furnish Brownsville PUB such periodic reports as they may request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred or to be incurred in connection therewith, and any other matter covered by this Contract.

14. Civil Rights

Service Provider shall comply with all applicable federal, state, and local laws regarding nondiscrimination and equal employment opportunity, as set forth in Service Provider's policy statement, which shall be provided to Brownsville PUB upon request.

15. Incorporation of Provisions Required by Law

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

16. Entire Agreement

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

17. Waiver

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

18. Severability

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

19. Survival

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

20. Force Majeure

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

21. Governing Law

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

22. Time for Performance

Service Provider shall commence work on the date to be specified in a written "Notice to Proceed" issued by Brownsville PUB. Each project shall be completed as requested by Brownsville PUB representative.

23. Attorney's Fees

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

24. Cumulative Mutual Remedies

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

25. State or Federal Laws

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

26. No Third-Party Beneficiary

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

27. Dispute Resolution

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

the parties cannot agree on a mediation service or mediator, then the matter shall be submitted to the American Arbitration Association, Dallas, for administration.

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

SERVICE PROVIDER

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

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

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

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_  
2023, 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

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

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

THE STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_ 2023, by MARILYN D. GILBERT, General Manager & CEO of the CITY OF BROWNSVILLE PUBLIC UTILITIES BOARD.

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

**EXHIBIT "A"**  
**SCOPE OF SERVICES FOR**  
**PROJECT TITLE**

**EXHIBIT “B”**  
**COMPENSATION FOR**  
**PROJECT TITLE**

**EXHIBIT “C”**  
**SCHEDULE FOR**  
**PROJECT TITLE**

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

**SAMPLE**



**JOB SAFETY ANALYSIS FORM**

<b>PROJECT NAME:</b> █		<b>DATE:</b> █
<b>PROJECT CONTRACTOR:</b> █	<b>POINT OF CONTACT &amp; TEL #:</b> █	<b>ANALYSIS BY:</b> █
<b>BPUB DEPARTMENT:</b> █	<b>SECTION:</b> █	<b>REVIEWED BY:</b> █
<b>REQUIRED AND/OR RECOMMENDED PERSONAL PROTECTIVE EQUIPMENT:</b> █		<b>APPROVED BY:</b> █
<b>SEQUENCE OF BASIC JOB STEPS</b> <i>Beware of being too detailed; record only the information needed to describe each job action. Rule of thumb, nor more than 10 steps/task being evaluated.</i>	<b>POTENTIAL ACCIDENTS OR HAZARDS</b> <i>HAZARD CLASSIFICATION CATEGORIES: Struck By/Against, Caught In/Between, Slip, Trip, or Fall, Overexertion, Ergonomic (Awkward Postures, Excessive Force, Vibration, Repetitive Motion)</i>	<b>RECOMMENDED SAFE JOB PROCEDURE</b> <i>HAZARD CONTROL CATEGORIES: Engineer Out (New Way to Do, Change Physical Conditions or Work Procedures, Adjust/Modify/Replace Work Station Components/Tools, Decrease Performance Frequency), Personal Protective Equipment (PPE), Training, Improve Housekeeping.</i>
• █	• █	• █
• █	• █	• █
• █	• █	• █
• █	• █	• █
• █	• █	• █

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

**JOB SAFETY ANALYSIS WORKSHEET**

**Comments:**

[REDACTED]

<b>Contractor Representative &amp; Title</b>	<b>Signature</b>	<b>Date</b>
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]

## 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
Legal Notice	Acknowledgement Form	<input type="checkbox"/>	<input type="checkbox"/>
	Debarment Certification	<input type="checkbox"/>	<input type="checkbox"/>
	Ethics Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Conflict of Interest Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Form 1295	<input type="checkbox"/>	<input type="checkbox"/>
	State Law Verification	<input type="checkbox"/>	<input type="checkbox"/>
	House Bill 89 Verification	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification	<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions	Bid Schedule/Cost sheet completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
	Cashier Check or Bid Bond of 5% of Total Amount of Bid (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	OSHA 300 Log (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Contractor Pre-Bid Disclosure completed, signed and notarized (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Sub-Contractor Pre-Bid Disclosure completed, signed, and notarized (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
References	Complete the Previous Customer Reference Worksheet for each reference provided	<input type="checkbox"/>	<input type="checkbox"/>
Addenda			

**ETHICS STATEMENT**  
**(Complete and return with bid)**

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

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

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

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

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

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

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

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

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

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

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

**DEVIATIONS FROM SPECIFICATIONS IF ANY:**

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



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

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

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

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) Have not within a three year period preceding this bid had one or more public transactions (Federal, State, Local) terminated for cause or default.

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

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

---

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

---

\_\_\_\_\_  
Date

---

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

**(THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH BID 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
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>	
<p><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> <p align="center">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p align="center">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p>	
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p><b>7</b></p> <p align="center">_____</p> <p align="center">Signature of vendor doing business with the governmental entity</p> <p align="right">_____</p> <p align="right">Date</p>	

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.

## 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



Organization Name  
House Bill 89 Verification

I, \_\_\_\_\_ (Person name), the undersigned representative of  
(Company or Business name) \_\_\_\_\_  
\_\_\_\_\_ (hereafter referred to as 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 that the company named- above, under  
the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract providing that:
  - (1) "company" does not include a sole proprietorship; and
  - (2) the law applies only to a contract that:
    - (a) is between a governmental entity and a company with 10 or more full-time employees; and
    - (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds or the governmental entity

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
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



# CONFIDENTIAL

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## 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.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<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	Exempt payee code (if any) _____
	<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.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<i>(Applies to accounts maintained outside the U.S.)</i>
	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.

Social security number									
or									
Employer identification number									

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

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

**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-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.*

# CONFIDENTIAL

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

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

City or town, state or province. Include postal code where appropriate.	Country
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**7** Mailing address (if different from above)

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