



**RE-BID UTILITY LOCATE
SERVICES**

B009-24

**Bids Due November 15, 2023 by 5:00 PM
Bids to Be Opened November 16, 2023 at 10:00 AM**

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**LEGAL NOTICE
AND
INVITATION TO BID
BID # 009-24**

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, TX 78575 **until 5:00 PM, November 15, 2023** for the project described in the Contract Documents and Specifications entitled:

RE-BID - UTILITY LOCATE SERVICES

Bids received after this time will not be considered.

Bids will be publicly opened and read aloud on November 16, 2023 at 10:00 AM. Bidders can request a copy of the bid tabulation by emailing hlopez@brownsville-pub.com. Vendors can call in at 10:00 AM, November 16, 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/.

Two (2) sets 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: **"B009-24 RE-BID UTILITY LOCATE SERVICES, November 15, 2023, 5:00 PM"**. This envelope shall be addressed to Diane Solitaire; Brownsville Public Utilities Board; Purchasing Department; 1155 FM 511, Olmito, TX 78575.

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

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

and not as a penalty. **No bid will be considered if the Bid Security is not submitted.**

The Brownsville PUB 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.**

The Brownsville PUB 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.

By:

Diane Solitaire

Purchasing Department
(956) 983-6366

INSTRUCTIONS TO BIDDERS
Please submit this page upon receipt.

Acknowledgment Form
B#009-24 Re-Bid Utility Locate Services

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

Please e-mail this page upon receipt of 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: hlopez@brownsville-pub.com or to dsolitaire@brownsville-pub.com**. This will ensure you remain active on our vendor list.

Date _____

Company: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Email: _____

IF SPECIFICATIONS ARE DOWNLOADED FROM WEBSITE PLEASE E-MAIL THIS PAGE

Special Instructions

Contract Information

- **Interpretation**

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

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

or

Diane Solitaire, Purchasing and Materials
Manager
(956) 983-6366

- **Tentative Time Line**

1. October 23, 2023 to November 15, 2023 - Vendors work on bid.
2. November 15, 2023 at 5:00 PM - **Vendor must submit two (2) sets of bid documents sealed in an envelope to:**

Diane Solitaire, Purchasing
1155 FM511
Olmito, TX 78575

Bid #009-24 – Re-Bid Utility Locate Services

Due: November 15, 2023 at 5:00 PM

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

3. November 10, 2023 – Last day to submit questions
4. November 16, 2023 - Open bids at 10:00 AM
5. November 17 - 22, 2023 - Evaluate bids
6. November 27, 2023 - Provide Final Recommendations
7. December 11, 2023 - Send to Utilities Board for approval
8. Term of Contract will commence January 2024, tentatively

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

- **Pricing**

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices indicated shall govern. **Price shall remain in effect throughout the duration of the project.**

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

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

- **Vendor Representative**

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

- **Quality of Products (RESERVED)**

- **Determining Factors for Award**

1. Price
2. Bidder must maintain a local business office in Cameron County, Texas, throughout the contract period.
3. Compliance with requirements of the technical specifications. Responsibility of contractor to perform the intended work and responsiveness to the bid request
4. Quality of performance on previous work on similar contracts
5. Recent successful completion of similar projects
6. BPUB financial and legal responsibility evaluations of any identified teaming arrangements involving significant joint ventures, sub contractors and suppliers.
7. Safety record will be considered when determining the responsibility of the bidder

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

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

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

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

- **Tax Identification Number (TIN)**

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

- **Taxes**

The 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, any awards, or payments to the contractor. 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, sexual preference, marital, veteran status, or physically challenged condition.

- **Living Wage Statement**

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

- **Contract and Purchase Order**

The services shall be completed in a timely manner as specified in the specifications. A contract for the services will be placed into effect upon final approval by the Brownsville PUB Board.

- **Term of contract**

This contract shall be for a period of **two (2) years** from date of purchase order with the option to renew annually for an additional two (2) one-year periods if service and price are satisfactory, and the renewal is agreed upon in writing by both parties.

- **Brownsville Public Utilities Board Rights**

1. If only one or no bid is received by "submission date", the Brownsville PUB has the right to reject, 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.
3. The right to hold bid for 90 days from submission date without action, and to waive all formalities in bidding.
4. The right to extend the total bid quote beyond the original 90-day period prior to an award if agreed upon in writing by both parties and if low bid holds firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within thirty (30) calendar days written notice; for cause: upon default by the vendor/contractor, for delay or non-performance by the vendor/contractor; or if it is deemed in the best interest of the BPUB for BPUB's convenience.

6. Brownsville PUB has the right to increase or decrease services or number of crews.
7. Brownsville PUB has the right to refuse to enter into a contract or other transaction with any individual or entity indebted to the municipality as per Local Government Code 252.0436.

- **Corrections**

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

1. RECEIPT AND OPENING OF BIDS:

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

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

2. INSPECTION OF SITE:

Each BIDDER shall visit the sites of the proposed work and fully acquaint themselves with the existing conditions there relating to services and labor, and shall fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The BIDDER should thoroughly examine and familiarize themselves with the Contract Documents. The BIDDER, by the execution of the Contract, shall in no way be relieved of any obligation under it due to their failure to receive or examine any form or legal instrument, or to visit the sites and acquaint themselves with the conditions there existing, and the OWNER will be justified in rejecting any claim for extra time, or compensation, or both, based on facts regarding which BIDDER should have been on notice as a result thereof. Visits to the sites shall be arranged by calling **Saul Ramirez, Electrical Project Coordinator**, with the Brownsville PUB Electrical Engineering Department at telephone No. **956-538-4794.**

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

These Contract Documents include a complete set of bidding documents. The BIDDER shall copy all Documents listed in the Table of Contents under the heading BIDDING DOCUMENTS and shall

submit the bid on these forms. A bid shall be comprised of the BIDDING DOCUMENTS completed by the BIDDER, plus any supplemental information required by the Specifications and Documents, or deemed necessary by the BIDDER to fully describe the offering.

If any of the information submitted as part of the bid is considered to be proprietary by the BIDDER, they shall clearly and conspicuously identify such in the bid as being confidential. BIDDER understands that the Brownsville PUB, as a public entity, is subject to the Texas Public Information Act.

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

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

The BIDDER shall assemble any supplementary information necessary to thoroughly describe the bid, and shall attach such supplemental information to the copies of the Specifications and Documents submitted.

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

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

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

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

- c) Submittal. The original bid (and its accompanying copy) shall be transmitted to arrive at the designated address not later than the date and time stipulated in the Legal Notice and Invitation to Bid.

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

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

Attention: Ms. Diane Solitaire
Purchasing Department

Each bid must be submitted in duplicate, in a sealed envelope bearing on the outside the name of the BIDDER, the address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

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

Prices shall be firm, not subject to qualification, condition, or adjustment. Prices shall be in United States dollars. Prices shall be lump sum except where unit prices are requested by the bid forms. If unit price items are required by the bid, the unit prices for each of the several items in the bid of each BIDDER shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the requirement may be rejected as informal and non-responsive. The special attention of all BIDDERS is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work pursuant to public competitive bidding statutes (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five (25%) percent. The CONTRACTOR must agree to a proposed decrease only that exceeds twenty-five (25%) percent of the original contract price in advance.

5. DISCLOSURE BY BIDDER:

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

6. SUBCONTRACTS:

The BIDDER is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the OWNER, and that a Bid Disclosure Statement for each proposed SUBCONTRACTOR must also be submitted with the bid documents.

7. BID SECURITY:

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

8. ADDENDA AND INTERPRETATIONS:

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

Any interpretation, correction, or change to the Invitation to Bid will be made by ADDENDUM. Changes or corrections will be issued by the Brownsville PUB Purchasing Department Only. **Addenda will be emailed to all who have returned the Bid Acknowledgment form.** Addenda will be issued as expeditiously as possible. It is the responsibility of the vendors to determine whether all Addenda have been received. It will be the responsibility of all respondents to contact the Brownsville PUB prior to submitting a response to the Invitation to Bid to ascertain if any Addenda have been issued, and to obtain any all Addenda, execute them, and return Addenda with the response to the Invitation to Bid. All Addenda so issued shall become part of the Contract Documents. Addenda may also be posted on the Brownsville PUB website.

9. FACSIMILE MODIFICATION:

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

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

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

10. TIME FOR RECEIVING BIDS:

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

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

11. OPENING OF BIDS:

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

12. WITHDRAWAL OF BIDS:

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

13. AWARD OF CONTRACT: REJECTION OF BIDS:

The Contract will be awarded to the responsive and responsible BIDDER submitting the lowest bid complying with the conditions of the Legal Notice and Invitation for Bids. The BIDDER to whom the award is made will be notified at the earliest possible date. The OWNER, however, reserves the right to reject any and all bids and to waive any informality in bids received, whenever such rejection or waiver is in its interest.

The OWNER reserves the right to consider as not responsible, any BIDDER who does not habitually perform with his own forces the major portions of the work involved in performance of the personal services embraced in this Contract.

14. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND:

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

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

- a.) For a Contract in excess of \$100,000.00, a Performance Bond shall be executed in the full amount of the Contract conditioned upon the faithful performance of the Work in accordance with the plans, specifications, and Contract Documents. Said Bond shall be solely for the protection of the OWNER.
- b.) For a Contract in excess of \$50,000.00, a Payment Bond shall be executed in the full amount of the Contract, solely for the protection of all proper claimants supplying labor and material in the prosecution of the Work provided for in the Contract, for the use of each such claimant perfecting a proper claim against the surety.

The Payment Bond shall assure the payment of all persons, firms or corporations to whom the CONTRACTOR may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. A guaranty or surety company legally authorized to do business in the State of Texas shall sign the bond.

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

15. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

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

16. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

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

17. NOTICE OF SPECIAL CONDITIONS:

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

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

18. LAWS AND REGULATIONS:

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

19. EQUAL EMPLOYMENT OPPORTUNITY:

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

20. PRE-BID CONFERENCE: (NOT APPLICABLE)

A pre-bid meeting between the OWNER, prospective bidders, suppliers, etc., will be held to answer any questions concerning the work. No addenda will be issued at this meeting. Subsequent thereto, if necessary to clear up any written questions, a written addendum will be issued by the OWNER to all pre-bid conference attendees. The pre-bid meeting will be held at the place, time and date indicated in the Legal Notice and Invitation to Bid. Interested parties are invited to attend. Attendance at the pre-bid conference is not mandatory but is recommended for all vendors and suppliers interested in bidding the Work.

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

22. INFORMATION TO BE SUBMITTED WITH BID:

Each BIDDER shall submit with their bid pertinent information concerning proposed Contract implementation organization.

- a) Equipment and Materials. In addition to the information submitted on the bid and bid data forms, each BIDDER shall submit all specifications and similar descriptive information necessary to describe completely the equipment and materials he proposes to utilize to perform the Work. The bid shall be based on equipment and materials which comply with Specifications and Documents in every respect.
- b) Contractor's Field Organization. Each BIDDER shall submit with the bid an organization chart showing the names of field management, supervisory, and technical personnel, and the details of the management, supervisory, and technical organization which they propose to use for this project. The successful BIDDER's organizational concept will be subject to the review and acceptance of the OWNER. The experience

record of the Contractor's field superintendent shall be submitted with the bid.

23. PREFERENCE LAW:

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

24. SUBSURFACE GEOLOGIC CONDITIONS: (RESERVED)

25. DISPOSAL OF EXCESS MATERIALS:

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

26. EROSION AND SEDIMENT CONTROL MEASURES: (RESERVED)

27. SAFETY PROVISIONS:

BIDDER shall provide barricades, flares, warning signs, and/or flagmen so that danger and inconvenience to the public, railroad and job site working personnel will be eliminated. In addition to any other requirements of the Contract Documents, the BIDDER shall be responsible for familiarity and compliance with all Federal (OSHA), State, Railroad and local safety rules, laws and requirements with particular attention to be given to personal protection requirements.

28. PROTECTION OF PROPERTY AND EXISTING UTILITIES:

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

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

29. WAGES AND HOURS:

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

A copy of the appropriate (building and/or heavy/highway) wage rate schedule(s) must be posted at the job site in both English and Spanish and kept posted in a conspicuous place on the site of the Project at all times during construction. The BIDDER shall familiarize himself with the included General Conditions Section entitled "Wage and Labor Standard Provisions - 100% Non-Federally Funded Construction." Copies of the wage rate schedule(s) are included herein, but the responsibility for initial posting and keeping same posted, rests upon the BIDDER.

30. GUARANTEE:

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

31. STATE SALES AND USE TAX EXEMPTION:

Pursuant to 34 Texas Administrative Code 3.291, in order for the Brownsville PUB to continue to benefit from its status as a State Sales and Use Tax Exempt Organization, after August 14, 1991, construction contracts must be awarded on a "separated contract" basis. A "separated contract" is one that distinguishes the value of the tangible personal property (materials such as pipe, bricks, lumber, concrete, paint, etc.) to be physically incorporated into the Project realty, from the total Contract price. Under the "separated contract" format, the Contractor in effect becomes a "seller" to the Brownsville PUB of materials that are to be physically incorporated into the Project realty. As a "seller", the Contractor will issue a "Texas Certificate of Resale" to the supplier in lieu of paying the sales tax on materials at the time of purchase. The contractor will also issue a "Certificate of Exemption" to the supplier demonstrating that the personal property is being purchased for resale and that the resale is to the Brownsville PUB, which is a sales tax exempt entity under UTCA Tax Code Section 151.309(5). Contractors should be careful to consult the most recent guidelines of the State Comptroller of Public Accounts regarding the sales tax status of supplies and equipment that are used and/or consumed during project work (gas, oil, rental equipment), but that are not physically incorporated into the project realty. Such items are generally not tax exempt. Contractors that have questions about the implementation of this statute are asked to inquire directly with the State Comptroller of Public Accounts, Tax Administration Division, State of Texas, Austin, Texas 78774. Bidders will not include any federal taxes in bid prices since the City of Brownsville and Brownsville PUB are exempt from payment of such federal taxes. "Texas Certificates of Exemption", "Texas Certificates of Resale" and "Texas Sales Tax Permits" are forms available to the Contractor through the regional offices of the State Comptroller of Public Accounts.

BID
B009-24

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

Due Date: **November 15, 2023 at 5:00 PM**

Opening Date: November 16, 2023 at 10:00 AM

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

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

Gentlemen:

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

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

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

Special Instructions:

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

**B009-24
 BID SCHEDULE**

Schedule/Description	# of Utilities	Qty.	Unit Price	Total Price
Single Emergency: Water or Sewer or Electric After Hour Footage Single (AHFS)	1	88		
Additional Footage for AHFS (single) After Hours Footage Single 1 (AHFS1)	1	19		
Double emergency: Water & Sewer or Water Electric or Sewer Electric After Hour Footage Joint (AHFJ)	2	230		
Additional Footage for AHFJ (double) After Hours Joint (AHJ)	2	19		
Triple Emergency: Water or Sewer or Electric After Hour Footage Triple (AHFT)	3	143		
Additional Footage for AHFT (triple) After Hours Triple (AHT)	3	19		
Single: Water or Sewer of Electric Footage Single (FS)	1	2,789		
Additional Footage for FS (single) Additional Footage	1	606		
Double: Water & Sewer or Water Electric or Sewer Electric Footage Joint (FJ)	2	6,294		
Additional Footage for FJ (double) Footage Single 1 (FS1)	2	1,865		
Triple: Water and Sewer and Electric Footage Triple (FT)	3	4,670		
Additional Footage for FT (triple)	3	2,430		
Regular visit: Visits with No Services Spotted (single) Footage Single Visit 1 (FSV1)	1	2,999		
Regular visit: Visits with No Services Spotted (double) Footage Single Visit 2 (FSV2)	2	5,305		
Regular visit: Visits with No Services Spotted (triple) Footage Single Visit 3 (FSV3)	3	8,290		

Schedule/Description	# of utilities	Qty.	Unit Price	Total Price
Emergency visit: Visits with No Services Spotted (single) After Hours Site Visit	1	173		
Emergency visit: Visits with No Services Spotted (double) AH Site Visit	2	190		
Emergency visit: Visits with No Services Spotted (triple) After Hour Footage Site Visit	3	115		

TOTAL \$ _____

*Quantities are based on previous years' history

Brownsville PUB shall pay Service Provider for the performance of the work under this Agreement on the basis of the prices agreed upon. Service Provider will present bills to Brownsville PUB weekly covering work completed for periods Sunday through Saturday. Brownsville PUB shall pay Service Provider for said work within thirty (30) days after bills are presented, if work has been satisfactorily performed. Service provider must provide documentation of all located services per ticket, special emphasis on double, triple & multiple services. This documentation shall be provided along with invoicing as proof of work. Invoice (tickets) will be paid as per instructions on page 36 thru 37 entitled "EXHIBIT B – COMPENSATION".

Service Provider's books and records associated with the work performed under this Agreement shall be open for inspection by Brownsville PUB upon request.

BIDDER Acknowledges receipt of the following addenda:

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

Work Subcontracted	Name of Subcontractor
_____	_____
_____	_____
_____	_____

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

BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive

any informalities in the bidding.

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

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

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

Seal affixed here if BID is by a Corporation:

Respectfully submitted,

By: _____
Signature (Failure to sign will disqualify bid) _____
Print Name / Title

_____ _____
Company Name Address, City, State, Zip Code

_____ _____
Phone Number E-mail address

BID BOND

STATE OF TEXAS ϕ
 ϕ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CAMERON ϕ

THAT WE, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS as OWNER in liquidated damages (not as a penalty) of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20__.

The Condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for **RE- BID UTILITY LOCATE SERVICES.**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the form of Agreement attached hereto (properly completed in accordance with said BID) and shall furnish payment and performance bonds for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall furnish insurance certificates, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void. Otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed, this _____ day of _____ 20____.

Principal

Surety

By:_____

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

CONTRACTOR'S

PRE-BID DISCLOSURE STATEMENT

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

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

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

2. Years in business under present business name: _____

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

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

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

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

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

--	--	--	--	--

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

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

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

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

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

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

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

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

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

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

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

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

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

Credit available: \$_____ Bank Reference: _____

Bonding Capacity available: \$_____

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

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

Dated this ____ day of _____, 20__.

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

Notary Public

My commission expires: _____

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

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

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

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

 City _____ State _____ Zip Code _____

2. Years in business under present business name: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Credit available: \$ _____ Bank Reference: _____

Bonding Capacity available: \$ _____

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

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

Dated this ____ day of _____, 20__.

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

Notary Public

My commission expires: _____

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

1. **INTENT:** It is the intent of the Brownsville PUB to establish a term contract with a qualified Service Provider to provide utility locate services for Brownsville PUB underground water, wastewater & electric lines throughout the City of Brownsville and outlying areas as specified in Exhibit A.

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

Furnish all personnel, vehicles, and equipment needed to effectively perform underground utility locate services as specified in these specifications.

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

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

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

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

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

8. **TERMINATION FOR CONVENIENCE:** If the Brownsville PUB elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The service provider will be paid for all labor and material provided as of the termination date. No consideration will be given for loss of anticipated revenue on the canceled portion of the contract.

9. INTERRUPTED SERVICE: After an interruption caused by severe inclement weather or other disaster the service provider must be prepared to complete the work without unnecessary delays.
10. INSPECTION AND ACCEPTANCE: The Brownsville PUB's inspection and acceptance of contractual compliance will be accomplished by a representative of the Electrical Engineering Department. The name and telephone number of each Brownsville PUB representative appointed for this contract will be furnished in writing to the contractor prior to commencement of the contract period.
11. PERFORMANCE: All work performed shall be of high quality and in accordance with good practices, procedures and industry standards. The service provider must conform to all Federal, State, and local laws and governmental regulations.
12. RESPONSIBILITY OF SERVICE PROVIDER: The service provider, at no expense to the Brownsville PUB, shall:
 - a. Obtain all necessary licenses and permits required in full performance of this contract.
 - b. Provide competent supervision during the term of this contract necessary to perform the work as required.
 - c. The service provider will maintain a local office for administrative matters. In the absence of a local office, local telephone communications staffed during normal business hours shall be provided.
 - d. Maintain on site, at all times work is being performed, an individual who represents the contractor and can adequately communicate, both orally and in writing, with the Brownsville PUB representative.
 - e. Take the precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury, that occurs as a result of their fault or negligence.
 - f. Perform the work without unnecessary interference with other contractors' work or Brownsville PUB activities.
 - g. Provide all necessary labor, equipment, and materials required to perform the work required by this contract.
 - h. Service Provider agrees that its personnel and equipment shall at all times present a neat appearance. Service Provider's employees are required to dress in uniforms complete with company logos on shirts. Clothing and apparel must be clean and pressed- **torn clothing and un-tucked shirrtails are considered unprofessional**

and will not be allowed.

- i. A Job Safety Analysis (JSA) form must be filled out and signed by the SERVICE PROVIDER prior to the execution of this Contract and updated every month (See Exhibit “H”).
 - j. All Service Provider vehicles and equipment must be easily identified as owned or under the control of the Service Provider by means of signs with easily identifiable company logos and vehicle numbers visible up to 100’. In addition, all vehicles and equipment must be insured in accordance with Brownsville PUB insurance requirements (see Exhibit C) and current with all state required safety inspection requirements and vehicle registrations.
 - k. Vehicles must carry and deploy sufficient warning signs for pedestrians and vehicles warning them of present dangers as required by law or industry standards.
 - l. Crew(s) must have a cellular phone, provided to them by service provider.
13. HOLIDAYS EXCLUDED: Service will not be required, except in emergency situations, or “special events”, on regularly scheduled Brownsville PUB holidays. Below is a list of Brownsville PUB holidays:

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

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

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

EXHIBIT "A"
SCOPE OF SERVICES

Service Provider shall perform work locating underground facilities for Brownsville PUB in accordance with all local and state laws. Service Provider shall provide to Brownsville PUB maps or grid locations or other identifiers indicating the location of Brownsville PUB's underground facilities. When work is done on private property, it shall be performed to the satisfaction of the property owner and in such a manner as not to adversely affect the reputation of Brownsville PUB. In order to prevent accidents, at all locations where work is being performed, Service Provider shall provide and maintain adequate and suitable warning signs, all necessary and suitable guards and appropriate warning signals of any hazards in connection with the work being performed.

At all times Service Provider shall provide Brownsville PUB access to any and every part of the work being performed by Service Provider so as to enable Brownsville PUB to inspect the work and insure that it complies with this Agreement.

Service Provider agrees to secure all permits and licenses of a temporary nature necessary for the work to be performed hereunder and agrees to pay all charges and fees required for such permits and licenses. BPUB may, if it so elects, obtain any and all necessary permits or licenses, in which event BPUB shall do so at its own expense.

Service hours and working days of Service Provider shall be the same as those of the Notification Center, as provided by statute.

Service Provider is required, as a condition of this contract, to respond to a service call within 48 hours. BPUB will not delay any projects due to failure of response by Service Provider. Any compensation owed to third parties or to Brownsville PUB as a result of damage sustained due to the Service Provider's lack of response within the required 48 hours, will be the sole responsibility of service provider.

Emergency Spotting will be paid if requested by a BPUB representative as such; it will be considered an emergency if work is performed on weekdays after 5 PM, on weekends and on BPUB holidays. Invoice must show person requesting the work, and the response time must be within 2 hours of call received. BPUB must provide DIG TESS designated number. Emergency fees will be added to invoice once per DIG TESS work order.

EXHIBIT "B"
COMPENSATION

1. Brownsville PUB agrees to pay Service Provider for the work provided herein to be performed and materials and equipment provided herein to be used in accordance with the rate schedules attached hereto. The rate schedule(s) shall constitute a part of this Agreement and may be revised at any time by mutual consent of the parties.
2. Service Provider agrees to furnish to Brownsville PUB or its representatives daily timesheets and other required reports showing the nature, amount and location of work performed, together with the number of man hours and equipment hours involved, the quantities of materials used, and other pertinent information which may, from time to time, be required by Brownsville PUB.
3. Service Provider agrees to submit to Brownsville PUB **monthly** itemized invoices based upon the information contained in the daily timesheets and prepared in accordance with the attached rate schedule setting forth rates for each labor, material and equipment item. Invoices received by Brownsville PUB shall be paid as soon as it has had a reasonable opportunity to satisfy that the work covered by such invoices has been performed in accordance with the terms of this Agreement.
4. All charges are to be submitted to BPUB in the form of a Billing Detail with a clear, easy to read copy to be sent to the Electrical Engineering Department, attention Brian Garza. Upon receipt, the Service Provider will allow reasonable time for the submittal to be reviewed. All charges must CLEARLY state which utility was located. Lack of this information will remove the charge in question from the invoice to be paid until such determination as to which utility was located can be clearly identified. All work orders must include an easy to read drawing of which utilities were spotted. Multiple utility spots will be clearly labeled so as to coincide with what was charged. Any questionable charges will be removed from the invoice until it can be satisfactorily explained to BPUB personnel.
5. Whenever due to special circumstances such as, but not limited to, storm emergency work, an employee of Brownsville PUB is assigned to work directly with Service Provider's employees, it is understood that such employee shall at all times remain in the employ of Brownsville PUB and under its direction and control and that Brownsville PUB shall be responsible for all wages and payroll taxes and shall provide Workers' Compensation insurance coverage for such employee.
6. Payment Definitions:

Ticket: Dig-Tess Locate Request

Ticket Parameters – Found on the Dig-Tess Locate Request Remarks section (e.g. address, linear/radial feet)

Single Emergency: Water or Sewer or Electric After Hour Footage Single (AHFS)
Additional Footage for AHFS (single) After Hours Footage Single 1 (AHFS1)
Double emergency: Water & Sewer or Water Electric or Sewer Electric After Hour Footage Joint (AHFJ)
Additional Footage for AHFJ (double) After Hours Joint (AHJ)
Triple Emergency: Water or Sewer or Electric After Hour Footage Triple (AHFT)
Additional Footage for AHFT (triple) After Hours Triple (AHT)
Single: Water or Sewer of Electric Footage Single (FS)
Additional Footage for FS (single) Additional Footage
Double: Water & Sewer or Water Electric or Sewer Electric Footage Joint (FJ)
Additional Footage for FJ (double) Footage Single 1 (FS1)
Triple: Water and Sewer and Electric Footage Triple (FT)
Additional Footage for FT (triple)
Regular visit: Visits with No Services Spotted (single) Footage Single Visit 1 (FSV1)
Regular visit: Visits with No Services Spotted (double) Footage Single Visit 2 (FSV2)
Regular visit: Visits with No Services Spotted (triple) Footage Single Visit 3 (FSV3)
Emergency visit: Visits with No Services Spotted (single) After Hours Site Visit
Emergency visit: Visits with No Services Spotted (double) AH Site Visit
Emergency visit: Visits with No Services Spotted (triple) After Hour Footage Site Visit

Single Locate: The locating of one utility, whether water, sewer or electrical services.

Single EMERGENCY Locate: The locating of one utility, in less than 4 hours requested by a BPUB officer after ticket received whether water, sewer or electrical services.

Double Locate: The locating and marking of two utilities of different nature (e.g. water and sewer, water and electrical or any combination thereof).

Double EMERGENCY Locate: The locating and marking of two utilities of different nature in less than 4 hours requested by a BPUB officer after ticket received (e.g. water and sewer, water and electrical or any combination thereof).

Triple Locate: The locating of all three utilities.

Triple EMERGENCY Locate: The locating of all three utilities in less than 4 hours requested by a BPUB officer after ticket received

Visit: Field verifying and marking that no utilities exist within Ticket Parameters.

Visit EMERGENCY: Field verifying and marking that no utilities exist within Ticket Parameters in less than 4 hours requested by a BPUB officer after ticket received.

Utility - water, sewer and electrical utilities

Payment for services will be rendered on a per-ticket basis as outlined in the Invoice Schedule below:

Invoice Schedule (per-Ticket):

If no utilities are located or marked within the confines of the Ticket Parameters, then the utility owner will be invoiced for one (1) Visit.

If trunk and branch lines of one type of Utility are located and marked within the confines of the Ticket Parameters then utility owner will be invoiced for one (1) Single Locate.

If trunk and branch lines of a two types Utilities are located and marked within the confines of the same Ticket Parameters, then the utility owner will be invoiced one (1) Double Locate.

If trunk and branch lines of all three Utilities are located and marked within the confines of the same Ticket Parameters, then the utility owner will be invoiced one (1) Triple Locate.

In all cases, the maximum invoice amount per Ticket will be the cost of a Triple Locate.

For larger areas BPUB has allowed one additional invoice for every 300 ft, invoice will need to reflect, same ticket number but different invoice.

On BPUB areas, BPUB will sign a waiver removing any responsibility or wrong doing at pre-determined sites. Only one waiver will be signed.

EXHIBIT "C"

BONDS AND INSURANCE

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

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

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

Commercial General Liability

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

Comprehensive Business Automobile Liability for all vehicles:

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

Excess Umbrella Liability:

\$1,000,000.00

- C. Service Provider shall add the Brownsville PUB and the City of Brownsville, together with their respective commissioners, board members and employees, as additional insurers on all required insurance policies, except worker's compensation and employers' liability. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy. Insurance must be underwritten by companies acceptable to Brownsville PUB and authorized to do business in the State of Texas. Insurance Certificate(s) shall provide for 30 days advance notice to Brownsville PUB of any policy amendment or cancellation.
- D. Service Provider shall furnish Brownsville PUB with an Insurance Certificate on the date this Contract is executed and accepted by the Brownsville PUB, which confirms that all required insurance policies are in full force and effect. Certificates showing that Bidder has and continues to protect itself and Brownsville PUB by means of such insurance shall be provided to the Brownsville PUB upon request at any time during Contract period.

EXHIBIT "D" WARRANTIES

(None)

EXHIBIT "E"

INDEMNIFICATION

1. SERVICE PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF BROWNSVILLE AND BROWNSVILLE PUB AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, CLAIM OR LIABILITY (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES BY ANY THIRD PARTY TO THE EXTENT ARISING OUT OF SERVICE PROVIDER'S NEGLIGENT ACTS, ERRORS OR OMISSIONS, INCLUDING CLAIMS MADE BY EMPLOYEES OF SERVICE PROVIDER.)

a) THIS INDEMNITY PROVISION SHALL NOT APPLY IN CASES WHERE SERVICE PROVIDER HAS NOT BEEN PROVIDED WITH TIMELY NOTICE OF CLAIM IN ACCORDANCE WITH THE FOLLOWING:

IN THE EVENT OF BODILY INJURY OR DAMAGE TO PROPERTY CAUSED BY SERVICE PROVIDER'S OPERATIONS, BROWNSVILLE PUB SHALL, UPON RECEIPT OF NOTICE OF SUCH CLAIM, DEMAND OR TAKE ACTION, AND WITHIN TEN (10) CALENDAR DAYS TRANSMIT TO SERVICE PROVIDER THE NAME AND ADDRESS OF THE CLAIMANT, THE NATURE OF THE CLAIM, THE DATE OF THE OCCURRENCE AND OTHER INFORMATION IN POSSESSION OF BROWNSVILLE PUB WHICH IS APPLICABLE TO EACH SUCH CLAIM.

b) SERVICE PROVIDER SHALL NOT BE LIABLE TO BROWNSVILLE PUB FOR ANY BROWNSVILLE PUB SETTLEMENT OF ANY CLAIM AGAINST SERVICE PROVIDER IMPLEMENTED WITHOUT THE PRIOR WRITTEN CONSENT OF SERVICE PROVIDER. CITY AND/OR BROWNSVILLE PUB MAY SETTLE ANY CLAIM AGAINST ITSELF WITHOUT THE CONSENT OF SERVICE PROVIDER.

c) THIS INDEMNITY PROVISION ALSO SPECIFICALLY DOES NOT APPLY TO LOSS, DAMAGE OR EXPENSE ARISING OUT OF CONTACT WITH BROWNSVILLE PUB'S LINES OR OTHER ELECTRICAL EQUIPMENT BY PERSONS (OTHER THAN EMPLOYEES OF SERVICE PROVIDER ENGAGED IN THE WORK CONTEMPLATED BY THIS AGREEMENT) WHO ARE IN OR ABOUT SUCH TREES AT ANY TIME, UNLESS SUCH LOSS, DAMAGE FOR EXPENSE IS CAUSED BY THE NEGLIGENCE OF SERVICE PROVIDER.

d) SERVICE PROVIDER EXPLICITLY AND EXPRESSLY WAIVES ANY

RIGHT IT HAS TO IMMUNITY UNDER ANY APPLICABLE MUNICIPAL, TEXAS OR INDUSTRIAL INSURANCE LAWS WITH RESPECT TO ANY ACTION AGAINST THE CITY AND/OR BROWNSVILLE PUB, AND AGREES TO ASSUME DEFENSE AND POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY ITS OWN EMPLOYEES AGAINST THE CITY AND/OR BROWNSVILLE PUB, AS PROVIDED ABOVE.

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

EXHIBIT "F"

WORK PRODUCT REQUIRED TO BE RETAINED FOLLOWING COMPLETION OF
WORK.

(None)

EXHIBIT "G"

SPECIAL PROVISIONS

Confidentiality

The Work to be performed by Service Provider and its subcontractors under the attached personal Service Contract is to be done at the request of the City of Brownsville, acting by and through the Brownsville PUB, a governmental body. Performance of such a task is within the authority of Brownsville PUB as a governmental body. Any information compiled or Work done by Service provider is directly related to the policy-making functions of Brownsville PUB as a governmental body, not solely to internal administration. This information will include advice, recommendations and opinions on matters involving Brownsville PUB's policy mission. All work performed by Service Provider and its subcontractors is a trade secret which will consist of a compilation of information which may give Brownsville PUB a competitive advantage over other electric utility competitors which do not have access to Service Provider's work product. This privileged and confidential work product, if disclosed or released, directly or indirectly, to a third party, could cause substantial harm to the competitive position of Brownsville PUB. Service provider shall have a duty to use its best efforts to maintain the confidentiality of its Work and its subcontractor-Work under the attached personal Service Contract. Service Provider shall immediately notify Brownsville PUB of any request by a third party for information concerning Service Provider's or its subcontractor's Work under the attached personal Service Contract and of any disclosure to a third party, inadvertent or otherwise, by Service Provider or its subcontractors of Work performed or being performed under the attached Service Contract. Questions regarding any alleged application of the Texas Public Information Act may need to be submitted to Brownsville PUB's legal counsel and the Texas Attorney General.

Independent Contractor

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

EXHIBIT “H”

A Job Safety Analysis (JSA) form is to be completed, executed, and submitted by the Contractor prior to entering into a contractual agreement with the OWNER. The JSA form will be valid for a period of 1 month after which an updated JSA form is to be completed, executed and submitted by the CONTRACTOR. The completed JSA form must be included along with other Contract Documents included herein. Below is a sample form. Original form will be provided to vendor prior to commencing work



JOB SAFETY ANALYSIS FORM

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

• █	• █	• █
• █	• █	• █
• █	• █	• █

JOB SAFETY ANALYSIS WORKSHEET

Comments:

█

Contractor Representative & Title

Signature

Date

█

█

█

█

█

█

EXHIBIT "I"
(NOT APPLICABLE TO THIS BID)
OPTION 1 - GPS

Scope of Work for Alternative Spotting Procedures

Overview

The spotting process creates a sketch included in a report and painted locations as deliverables. The new process would involve the integration of digital data and GPS technologies to provide an additional benefit to BPUB as well as an opportunity to reuse GPS data for future spotting requirements.

SCOPE OF WORK

1. GPS acquisition – It would be required for the spotting firm to acquire the locations of painted points in GPS. The points would require sub-meter accuracy. The projection of delivered data points would be the Texas State Plane Coordinate System (Texas South). Units are to be US Feet. The datum would be NAD '83. The deliverable format would be ESRI Shapefile format.
2. Supplied sketch – The supplied sketch would be a digital product which uses relevant layers of the provided GIS base data, an overlay of GIS utility assets with the GIS points layered on top. The data points are to be supplied on floppy diskettes and via e-mail.
3. For every utility (electric, water or sewer lines) spotted, a minimum of 2 points shall be gathered to define a line with a maximum of 4 points to define a bend.

NOTICE OF AWARD

TO: _____

Project Description: B009-24 RE-BID UTILITY LOCATE SERVICES

Dear _____:

The Brownsville PUB has considered the BID submitted by you for the above-described personal services project in response to its Legal Notice and Invitation for Bids dated November 15, 2023 and Instruction to Bidders.

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

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

If you fail to execute the Service Contract and furnish the required Performance Bond, Payment Bond and insurance certificates within ten calendar (10) days from the date of this Notice, Brownsville PUB will be entitled to consider all your rights arising out of the Brownsville PUB's acceptance of your Bid as abandoned and as a forfeiture of your BID SECURITY.

The Brownsville PUB will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Brownsville PUB.

Dated this ___ day of _____ 20__.

PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS

By: _____
Name: Cesar Cortinas
Title: Director of Electric Transmission & Distribution

ACCEPTANCE OF NOTICE

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

_____ this ____ day of _____, 20__.

By: _____

Name: _____

Title: _____

later than thirty (30) days after presentation of an accurate monthly 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." 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, tests, lab analyses, surveys, Specifications, maps, photographs and reports which are produced by Service Provider are, and will remain, the property of the Brownsville PUB. Service Provider shall have the right to use such Work products for Service Provider's purposes on this Project.

6. Insurance (See Exhibit "C")

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

8. Addresses for Notices and Communications

BROWNSVILLE PUB
Public Utilities Board of the City of Brownsville
1425 Robinhood Drive
P.O. Box 3270
Brownsville, Texas 78520-3270
Attn: Eli Perez, P.E. Engineering & Planning Manager
Phone: (956) 983-6258
Email: elperez@brownsville-pub.com

SERVICE PROVIDER

Address:
City, State, Zip Code:
Attn:
Phone:
Email:

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

9. Successors and Assignments

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

10. Termination of Contract for Cause

If, through any cause, Service Provider shall fail to fulfill in timely and proper manner his personal service obligations under this Contract, or if Service Provider shall violate any of the covenants, agreements, or stipulations of this Contract, the Brownsville PUB shall thereupon have the right to terminate this Contract by giving written notice to Service Provider of such termination and specifying the date thereof, within thirty (30) days before the effective date of such termination. In such event, all finished and unfinished Documents, data, studies, surveys, Specifications, maps, photographs, and reports prepared by Service Provider under this Contract shall become the property of the Brownsville PUB, except as provided by Paragraph 5 of this Contract, and Service Provider shall be entitled to receive just and equitable final compensation for any personal services Work satisfactorily completed hereunder, provided such compensation is approved by the Brownsville PUB in its sole discretion. The method of compensation herein shall be as provided in the Bid and Paragraph 3.A. of this Contract.

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

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

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

11. Termination for Convenience of the Brownsville PUB

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

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

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

12. Changes

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

13. Reports and Information

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

14. Civil Rights

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

15. Incorporation of Provisions Required by Law

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

16. Entire Agreement

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

17. Waiver

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

waiver by any party herein of any provision hereof, shall not be taken or held to be a waiver of any other provision hereof, or any other breach hereof.

18. Severability

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

19. Survival

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

20. Force Majeure

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

21. Governing Law

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

22. Time for Performance and Liquidated Damages

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

23. Attorney's Fees

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

24. Cumulative Mutual Remedies

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

25. State or Federal Laws

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

26. No Third Party Beneficiary

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

27. Dispute Resolution

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

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

(SERVICE PROVIDER)

_____, Secretary

By: _____
Name: _____
Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

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

Notary Public, State of _____

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

PUBLIC UTILITIES BOARD OF THE
CITY OF BROWNSVILLE, TEXAS

ATTEST:

_____, Secretary

By:_____

Name: Marilyn D. Gilbert, MBA
Title: General Manager & C.E.O.

THE STATE OF TEXAS §

COUNTY OF CAMERON §

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

Notary Public, State of Texas

NOTICE TO PROCEED

DATE: (Insert Date)

TO: _____

RE: Notice to Proceed for Re-Bid Utility Locate Services (B009-24)

Dear _____:

The Brownsville PUB has received the executed Service Contract, Performance Bond, Payment Bond, and required insurance certificates; therefore this Notice to Proceed letter is being issued to proceed with the Utility Locate Services Contract. As of _____, 20___, you are to start performing your obligations under the Contract Documents.

The duration of this Contract is for one year (365 calendar days) in length and will end one year from the date of this letter. Service Provider must commence Work as of _____, 20___ or be subject to mutually agreed to liquidated damages as provided in the Contract Documents.

As you proceed, and find the need for any information or assistance, please contact Saul Ramirez at 956-538-4794 .

Thank you,

Cesar Cortinas, P.E.
Director of Electric Transmission & Distribution

**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"/>
	Residence Certification Form	<input type="checkbox"/>	<input type="checkbox"/>
	House Bill 89 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"/>

ETHICS STATEMENT (THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH BID 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 #: _____

DEVIATIONS FROM SPECIFICATIONS IF ANY:

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

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

Name of Entity: _____

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

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 RFQ 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/RFQ 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 RFQ 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 BID RESPONSE)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

BROWNSVILLE PUBLIC UTILITIES BOARD
RESIDENCE CERTIFICATION

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

Section 1. (a)

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

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

Section 1. (b)

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

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

Signature: _____

Print Name: _____

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

(City and State)

Signature: _____

Print Name: _____

Organization Name
State Law Verifications

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

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

firearm entity or firearm trade association; and (2) will not discriminate during the term of any such contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, to the extent such section does not contravene applicable Texas or 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

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

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

Form **W-8BEN-E**

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

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

► For use by entities. Individuals must use Form W-8BEN. ► Section references are to the Internal Revenue Code.
 ► Go to www.irs.gov/FormW8BENE for instructions and the latest information.
 ► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form for:

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

Instead use Form:

Part I Identification of Beneficial Owner

<p>1 Name of organization that is the beneficial owner</p>	<p>2 Country of incorporation or organization</p>																
<p>3 Name of disregarded entity receiving the payment (if applicable, see instructions)</p>																	
<p>4 Chapter 3 Status (entity type) (Must check one box only):</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Simple trust</td> <td><input type="checkbox"/> Tax-exempt organization</td> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Partnership</td> </tr> <tr> <td><input type="checkbox"/> Central Bank of Issue</td> <td><input type="checkbox"/> Private foundation</td> <td><input type="checkbox"/> Complex trust</td> <td><input type="checkbox"/> Foreign Government - Controlled Entity</td> </tr> <tr> <td><input type="checkbox"/> Grantor trust</td> <td><input type="checkbox"/> Disregarded entity</td> <td><input type="checkbox"/> Estate</td> <td><input type="checkbox"/> Foreign Government - Integral Part</td> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/> International organization</td> <td></td> </tr> </table> <p>If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III. <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<input type="checkbox"/> Simple trust	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Private foundation	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Foreign Government - Controlled Entity	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Estate	<input type="checkbox"/> Foreign Government - Integral Part			<input type="checkbox"/> International organization	
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<p>5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)</p> <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions. <input type="checkbox"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. 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. </td> <td style="vertical-align: top;"> <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. 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<p>6 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address (other than a registered address).</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">City or town, state or province. Include postal code where appropriate.</td> <td style="width: 40%;">Country</td> </tr> </table>		City or town, state or province. Include postal code where appropriate.	Country														
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For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 59689N

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