



**LEGAL NOTICE
AND
REQUEST FOR PROPOSAL
P013-24**

The Brownsville Public Utilities Board (Brownsville PUB) will accept sealed proposals for **Crane Rental Service with Operator** until **5:00 PM, December 20, 2023**, in the Brownsville PUB Purchasing Office, 1155 FM 511, Olmito, Texas. **RFPs received after this time will not be considered.**

Proposals will be publicly opened and read aloud on December 21, 2023 at 11:30 AM. Firms can call (956) 214-6020 at 11:30 AM, December 21, 2023 to listen to the proposal acknowledgement.

Detailed specifications may be obtained at the following website: https://www.brownsville-pub.com/rfp_status/open/

Please mark on the **outside of the envelope and on any carrier's envelope:** "P013-24 CRANE RENTAL SERVICE WITH OPERATOR, DECEMBER 20, 2023, 5:00 PM", and send to the attention of Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

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 RFP to the Brownsville PUB, Purchasing Office by the given deadline above. **RFPs via electronic transmission and facsimile will not be accepted.**

The Brownsville PUB reserves the right to reject any or all RFPs and to waive irregularities contained therein and to accept any proposal(s) deemed most advantageous to the Brownsville PUB.

BY:

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

Please submit this page upon receipt

ACKNOWLEDGEMENT FORM

P013-24 Crane Rental Service with Operator

For any clarifications, please contact Marisela Gaytan at Brownsville PUB Purchasing Department at (956) 983-6365 or via e-mail: MaGaytan@brownsville-pub.com and/or to hlopez@brownsville-pub.com

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

Check one:

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

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

Email: _____

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

Carrier: _____

Account: _____

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

If you are unable to send your proposal, kindly indicate your reason above and return this form **via email to:** Magaytan@brownsville-pub.com or hlopez@brownsville-pub.com. This will ensure you remain active on our vendor list.

Date _____

Company: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Email: _____

IF SPECIFICATIONS ARE DOWNLOADED FROM WEBSITE PLEASE EMAIL THIS PAGE TO EMAIL ADDRESS LISTED ABOVE

REQUEST FOR PROPOSAL

Crane Rental Service with Operator

OBJECTIVE

The Brownsville PUB (BPUB) is seeking proposals for rental of crane service with operator in preparedness for the hurricane and winter season.

GENERAL BACKGROUND

The City, located in Cameron County, along the Rio Grande River, approximately 23 miles from the Gulf of Mexico, is a home rule city organized and existing under the laws of the state of Texas, including the City's Charter, as amended (the "Charter"). The City owns and operates a combined electric, water, and wastewater utilities system (collectively, the "system") serving the City and certain areas outside the city. The City's authority with regard to public utility ownership and services is generally exercised through the Brownsville PUB Board of Directors (Board). The Board, created and established by Article VI of the Charter as a separate and distinct agency of the City, has authority to control, manage, and operate the system and to expand and apply System revenues, subject to certain limitations. The Brownsville PUB executive administration includes a general manager/chief executive officer, an assistant general manager and chief operating officer, a chief administrative officer and a chief financial officer responsible for specific divisions. The Brownsville PUB employs approximately 590 employees. The Brownsville PUB fiscal year is the 12-month period ending September 30th of each year and is referred to herein as the "fiscal year."

PURPOSE

BPUB is soliciting competitive request for Proposal from qualified firms to provide crane rental service with operator for Brownsville PUB electric lines throughout the City of Brownsville and outlying areas.

SCOPE OF SERVICES

1. Brownsville Public Utilities Board ("BPUB", "The Utility") is soliciting competitive Request for Proposal from qualified firms to provide crane service for BPUB Electric Transmission and Distribution Construction and Maintenance Department for pole and equipment installations located throughout the City of Brownsville, Texas.
2. BPUB Electric Transmission and Distribution Construction and Maintenance Department anticipates contracting with a firm for crane service with operator to lift, remove, and/or to install equipment such as distribution poles, transmission poles, transformers and other heavy equipment located at different facilities throughout the City of Brownsville with a minimum of 4 hours/service call during regular business hours. Also, for "special event" the crane service shall make available crews for emergency work, as determined by BPUB, either after regular working hours or night.

3. **MINIMUM QUALIFICATIONS**
The proposing Firm must:

- a. Provide description of the service and equipment, and project work plan
- b. 5-years minimum experience in the crane service industry for heavy equipment
 - (1) Best practices in the industry
 - (2) Ability to work collaboratively with clients to provide timely, high-quality, and cost-effective services and results
- c. Demonstrate sufficient capacity, resources and experience to provide crane service as required in the RFP
 - (1) Must provide License and/or Certification
- d. Crane service to be readily **available within 24 hours or same business day**
- e. Must provide 3 references - similar services for at least three (3) other entities; at least one (1) of these entities must have at least \$1 million in gross revenues
- f. Include a resume for the individuals who would be assigned to the project. This information should include, at a minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the firm, and any pertinent certifications.

Note: Any other fees such as travel time, permit and fuel surcharge shall be listed on a separate sheet.

The Contractor is responsible for removing and properly disposing of any debris, if applicable.

Also, the Contractor is responsible for coordinating the work schedule with the Department as required.

WORK HOURS/PAYMENT PROCEDURES

The Service Provider shall make crews available for emergency work, as determined by BPUB, either day or night. The invoice must include the BPUB's Purchase Order number and an itemized description of work completed.

BPUB agrees to pay for the work provided herein to be performed and in accordance with the rate schedules. The rate schedule(s) shall constitute a part of this Contract and should not be revised at any time except by mutual consent of the parties.

Payment: Upon final completion and acceptance of the Work, BPUB shall pay the proposal price as provided in the Price Sheet.

CONTRACT WITH FIRM/ENTITY INDEBTED TO BPUB

It is a policy of the Brownsville PUB 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.

FIRM REPRESENTATIVE

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

FIRM ACH (DIRECT DEPOSIT) SERVICES

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

TAX IDENTIFICATION (TIN)

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

TAXES

The Brownsville PUB is exempt from Federal Excise Tax, State Sales Tax and Local taxes. Do not include tax in the proposal. If it is determined that tax was included in the proposal, it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.

SIGNING OF PROPOSAL

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

EEOC GUIDELINES

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

LIVING WAGE STATEMENT

On April 16, 2007, the Brownsville PUB Board of Directors approved a policy that requires all Contractors and Subcontractors doing work for the Brownsville PUB pay a minimum wage rate of \$8.00/hour. The Brownsville PUB requires that all Contractors and Subcontractors comply with this policy.

CONTRACT TERM

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

PURCHASE ORDER

A contract for the crane rental service with operator will be placed into effect by means of a purchase order issued by Brownsville PUB after evaluation and final approval by the Brownsville PUB Board of Directors.

BROWNSVILLE PUB RIGHTS

1. If only one or no proposal is received by "submission date", the Brownsville PUB has the right to reject, re-submit, accept and/or extend the proposal by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all proposals and to make award as they may appear to be advantageous to the Brownsville PUB.
3. The right to hold proposal for 90 days from submission date without action, and to waive all formalities in proposal.
4. The right to extend the total proposal beyond the original 90-day period prior to an award, if agreed upon in writing by all parties (Brownsville PUB and Firm/contractor) and if Firm/vendor holds original proposal 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 Firm/contractor, for delay or non-performance by the Firm/contractor; or if it is deemed in the best interest of the Brownsville PUB for Brownsville PUB's convenience.
6. The right to increase or decrease quantities. In response, stipulate whether an increase or decrease in services will affect price.
7. Brownsville PUB has the right to refuse to enter into a contract or other transaction with any individual or entity indebted to the municipality as per Local Government Code 252.0436

CORRECTIONS

Any interpretation, correction, or change to the RFP 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 Proposal Acknowledgement form.** Addenda will be issued as expeditiously as possible. It is the responsibility of the Firms 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 RFP to ascertain if any addenda have been issued, and to obtain any or all addenda, execute them, and return addenda with the response to the RFP. Addenda may also be posted on Brownsville PUB's webpage.

UNAUTHORIZED COMMUNICATIONS

After release of this solicitation, Firm’s contact regarding this RFP with members of the RFP evaluation, interview or selection panels, and employees of the Brownsville PUB or officials of the Brownsville PUB other than the Purchasing Manager or Purchasing Staff is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Firm shall have any contact or discussion, verbal or written, with any members of the Brownsville PUB Board of Directors, members of the RFP evaluation, interview, or selection panels, Brownsville PUB staff, or directly or indirectly through others, seek to influence any Brownsville PUB Board member, Brownsville PUB staff regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Firm violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Firm being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

PROJECTED PROJECT TIMELINE

The BPUB has established the following timeline relating to the selection process. Dates are estimates only and are subject to change.

RFP Advertised	December 2 and 9, 2023
RFP Release	December 4, 2023
Last day to submit questions:	December 15, 2023
Proposals due:	December 20, 2023 by 5:00 PM
Proposal Opening:	December 21, 2023 at 11:30 AM
Proposals evaluated:	December 22-27, 2023
Board approval of contract award:	January 8, 2024

INSTRUCTIONS TO RFP RESPONDENTS

Firms must submit a signed one (1) original paper copy and one (1) copy of the entire proposal package in a sealed package. Proposals shall be submitted to the BPUB Purchasing Office, 1155 FM 511, Olmito, Texas, no later than **5:00 PM on December 20, 2023**.

Sealed envelope must be clearly labeled as follows:

**Brownsville Public Utilities Board
Attention: Diane Solitaire
1155 FM 511
Olmito, TX 78575**

“P013-24 Crane Rental Service with Operator”

REFERENCE CHECKS

The BPUB will contact prospective firm's references by email or telephone. Provide company name, address, email address, telephone number and contact name for three (3) references. Complete the attached "Previous Customer Reference Worksheet," for each reference provided.

RPP IS NOT A BASIS FOR OBLIGATIONS

This request for competitive sealed proposals does not constitute an offer to contract and does not commit the BPUB to the award of a contract to anyone or to pay any costs incurred in the preparation and submission of proposals. The BPUB reserves the right to reject any or all proposals that do not conform to the requirements stated in this document. The BPUB also reserves the right to cancel all or part of this request for proposals for any reason determined by the BPUB to be in the best interest of the rate payers.

RIGHTS TO SUBMITTED MATERIALS

All proposals and material submitted to the BPUB by a Contractor, in response to this RFP, shall become the property of the BPUB after the proposal submission deadline. The BPUB's return of the proposals/material will be subject to the requirements of the laws of the State of Texas.

SAFETY PROVISIONS

Contractor 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 Contractor shall be responsible for familiarity and compliance with all Federal (OSHA), State, Railroad and local safety rules, laws and requirements. A Job Safety Analysis (JSA) form is to be completed, executed, and submitted by the vendor prior to each job assignment with the OWNER. Assistance in completing this form is available from Adolfo Vasquez, BPUB Safety Department, at (956) 983-6254.

TERMINATION FOR DEFAULT

The Contractor'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, Contractor shall fail to fulfill in timely and proper manner their personal service obligations under this Contract, or if Contractor 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 Contractor of such termination and specifying the date thereof, within thirty (30) days before the effective date of such termination.

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 contractor 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.

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 contractor 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.

DEFECTIVE MATERIAL AND WORKMANSHIP

The Equipment furnished hereunder shall remain property of the Vendor; **BPUB will rent the equipment as needed basis and be billed as such for approximately 12 months, after issuance of purchase order/contract.** BPUB may reject any Equipment which does not comply with the specifications attached hereto and made a part hereof or with the guarantees, if any, of the Contractor and the manufacturer.

MISCELLANEOUS

Each and all of the covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto provided, however, that the Contractor shall not assign this contract or any part hereof without approval in writing of the BPUB, and further that the Contractor shall not enter into any contract with any person, firm or corporation for the performance of the Contractor’s obligations hereunder, or any part thereof, without the approval in writing of the BPUB.

INSURANCE REQUIREMENTS

Brownsville PUB, in its sole discretions, shall require vendor at Contractor’s expense to maintain in force certain types of types of insurance during the time services are being performed and name Brownsville PUB as a co-additional insured.

- A. Firm agrees to maintain Worker's Compensation and Employers’ Liability Insurance to cover all of its own personnel engaged in performing services for BPUB in at least the following minimum amounts:

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

- B. Firm also agrees to maintain Commercial General Liability, Comprehensive Business Automobile Liability, and Excess Umbrella Liability Insurance covering claims against Firm for damages resulting from bodily injury, death or property damages from accidents arising in the course of work performed 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: (not applicable to contracts under \$50,000)

\$1,000,000.00

- C. Firm shall add the BPUB and the City of Brownsville, together with their respective commissioners, board members and employees, as additional insureds on all required insurance policies, except worker's compensation, employers' liability and professional errors and omissions insurance that Firm will carry. The insurance certificate(s) shall provide for thirty (30) days advance notice to BPUB of any policy cancellation. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy. The Commercial General Liability shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to ensure contractual liability assumed by Firm.
- D. Firm shall furnish BPUB with an Insurance Certificate(s) which confirms that all required insurance policies are in full force and effect.
- E. Additionally, Firm agrees to maintain professional errors and omissions liability insurance in the amount of not less than one million dollars (\$1,000,000.00) annual aggregate, on a claims made basis, for the duration of the project.

INDEMNIFICATION

FIRM COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE BPUB AND THE BOARD OF DIRECTORS, EMPLOYEES, OFFICERS, AGENTS AND REPRESENTATIVES OF THE BPUB, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE BPUB DIRECTLY OR INDIRECTLY

ARISING OUT OF, RESULTING FROM OR RELATED TO SERVICE PROVIDER'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF SERVICE PROVIDER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUB-CONTRACTOR OF SERVICE PROVIDER, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT, ALL WITHOUT HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BPUB UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. FIRM ENDORSE WILL PROMPTLY ADVISE THE BPUB, AS WELL WILL BPUB ADVISE FIRM IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE BPUB OR FIRM KNOWN TO FIRM OR BPUB RELATED TO OR ARISING OUT OF SERVICE PROVIDER'S ACTIVITIES UNDER THIS CONTRACT.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AN INDEMNITY EXTENDED BY FIRM TO INDEMNIFY, PROTECT AND HOLD HARMLESS, THE BPUB FROM THE CONSEQUENCES OF THE BPUB'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE BPUB IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE BPUB IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. FIRM FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE BPUB AND IN THE NAME OF THE BPUB, ANY CLAIM OR LITIGATION RELATED TO SERVICES UNDER THIS CONTRACT BROUGHT AGAINST THE BPUB AND/OR ITS BOARD OF DIRECTORS, EMPLOYEES, OFFICERS, AGENTS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY WILL APPLY, AS SET FORTH ABOVE.

EVALUATION CRITERIA

All responses must be completed and convey all of the information requested in order to be considered responsive. If the RFP response fails to conform to the essential requirements of the RFP, Brownsville PUB alone will determine whether the variance is significant enough to consider the response susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award. Only the information provided with the response, subsequent discussions and clarifications provided in writing are used in the evaluation process and award determination. This RFP will be evaluated by a review panel on the basis of the criteria listed below. Relative weights of each

criterion are listed. Only these criteria will be considered in the award determination. Rate x Weight = Total score. Total possible points equal 100.

The BPUB reserves the right to request additional information or to meet with representatives from responding organizations to discuss points in the RFP before and after submission, any and all of which may be used in forming a recommendation.

1. Evidence of level of understanding of the Scope of work (Weight: 5) (25 points maximum)

The BPUB is interested in the methodology to carry out project successfully

2. Company must have at least 5 years' experience conducting similar projects (Weight: 5) (25 points maximum)

Demonstrate sufficient capacity, resources, and experience.

3. Reference Checks (Weight: 2) (10 points maximum)

BPUB shall verify references provided with this response to assist in selecting Contractor(s) ability to provide services required.

4. Schedule Availability/Flexibility (Weight: 4) (20 points maximum)

BPUB is interested in the availability of the crane rental service during hurricane and winter season and/or availability during an emergency.

5. Cost / Budget (Weight: 4) (20 points maximum)

The BPUB is interested in the monthly cost and overall contract cost.

**COST SHEET
P013-24**

Crane Capacity TON	Hourly Crane Charge with Operator	Rigger(s) Required, If Applicable	Minimum hours If Applicable	Haul/Rigging Truck Charges, if Applicable	Highway Permit Charges, if Applicable
BASED PROPOSAL PRICE					
75	\$ _____	1 EA _____	_____ HRS	1 EA _____	\$ _____
90	\$ _____	1 EA _____	_____ HRS	1 EA _____	\$ _____
110	\$ _____	1 EA _____	_____ HRS	1 EA _____	\$ _____
120	\$ _____	1 EA _____	_____ HRS	1 EA _____	\$ _____
130	\$ _____	2 EA _____	_____ HRS	2 EA _____	\$ _____
150	\$ _____	2 EA _____	_____ HRS	2 EA _____	\$ _____
175	\$ _____	3 EA _____	_____ HRS	3 EA _____	\$ _____
210	\$ _____	4 EA _____	_____ HRS	4 EA _____	\$ _____
HAUL/RIGGING TRUCK TO AND FROM THE JOB SITE - MIN. HOURS _____ PER TRUCK \$ _____/HR					
LOWBOYS & FLATBEDS (HAULING CHARGE W/DRIVER - MIN. HOURS _____ PER TRUCK \$ _____/HR					
JOB/ SAFETY SUPERVISOR, PER MAN \$ _____/HR					
RIGGER, PER MAN \$ _____/HR					
CREW TRAVEL TIME· TO & FROM JOB LOCATION - MIN. HOURS _____ PER MAN \$ _____/HR					
OVERTIME: BEFORE 8 A.M. & AFTER 5 P.M. & SATURDAY (ADDITIONAL CHARGE) PER MAN \$ _____/HR					
OVERTIME: SUNDAY (ADDITIONAL CHARGE, IF APPLICABLE) PER MAN \$ _____/HR					
HOLIDAYS LISTED IN PAGE 9: FOR INSTANCE, NEW YEARS, MEMORIAL DAY, JULY 4TH, LABOR DAY, THANKSGIVING, CHRISTMAS (ADDITIONAL CHARGE, IF APPLICABLE) PER MAN \$ _____/HR					
PER DIEM (OVERNIGHT) CHARGES, IF APPLICABLE, PER MAN \$ _____/HR					

**Mobilization/Demobilization must be included in the crane rental service unit price/hr.

****BPUB may select any combination for the rental of the crane service listed in the Cost Sheet. The crane rental service with operator shall be provided at various locations throughout the City of Brownsville and equipment must be readily available within 24 hours or on the same business day.**

NOTE: The BPUB is considering crane rental with operator for one (1) year during hurricane season and the winter season. **STATE ANY ADDITIONAL CHARGES ON A SEPARATE SHEET OF PAPER.**

Company Name: _____ Address: _____

Authorized Company Representative: _____
(Print)

Authorized Company Representative: _____
Signature – Failure to sign RFP will disqualify it

Telephone #: _____ E-mail: _____

SAMPLE
NOTICE OF AWARD

TO: _____

Project Description: **CRANE RENTAL SERVICES WITH OPERATOR P013-24**

Dear Sir/Madam:

The BPUB 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 _____ and Instruction to Bidders.

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

You are required by the Instructions to Bidders to execute the attached three (3) Agreements and furnish the required Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

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

The BPUB 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 BPUB.

Dated this ____ day of _____, 20__.

PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS

Dated this ____ day of _____, 20__.

BROWNSVILLE PUBLIC UTILITIES BOARD OF THE
CITY OF BROWNSVILLE, TEXAS

By: _____
Name: _____
Title: _____

ACCEPTANCE OF NOTICE

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

_____ this ____ day
of _____, 20__.

By: _____

Name: _____

Title: _____

NOTICE TO PROCEED

TO:

ADDRESS:

Contract For: **CRANE RENTAL SERVICE WITH OPERATOR P013-24**

You are notified that the Contract Time under the above Contract will commence to run on _____, 20____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of Substantial Completion prior to final payment is _____, 20____.

Before you may start any Work at the site, material submittals must be submitted and approved by the BPUB before a Purchase Order is issued and prior to the purchase and shipment of materials.

Brownsville Public Utilities Board:
(Owner)

BY: _____
(Authorized Signature)

DATE: _____

NAME: _____

TITLE: _____

FOR: Brownsville Public Utilities Board

****SAMPLE****

STATE OF TEXAS §
COUNTY OF CAMERON §

SERVICE CONTRACT

This is a Contract between the CITY OF BROWNSVILLE PUBLIC UTILITIES BOARD (“Brownsville PUB”), acting by its duly authorized General Manager & CEO, and COMPANY/VENDOR, a _____ doing business in Location ("Service Provider"), acting herein by its duly authorized agent, _____

WHEREAS, the Brownsville PUB desires to engage Service Provider to render certain personal services necessary to complete the Project described as:

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

1. Scope of Services

Service Provider agrees to perform the described work in Exhibit "A" Scope of Services attached hereto and incorporated herein for all purposes. The parties by mutual agreement may provide for additional services to be performed under the terms and conditions of this Contract and described under any additional written Work Orders agreed to and issued pursuant to paragraph 12 of this Contract.

2. Compensation

Brownsville PUB will pay Service Provider for the services described in Exhibit "A" Scope of Services for an initial total amount of compensation which shall not exceed, unless authorized by the Brownsville PUB representative, _____ Dollars (\$.00) for work relating to the above described Project. Service Provider must notify Brownsville PUB if any assignment will exceed the authorized amount prior to commencing or continuing the work.

3. Method of Payment

A. Compensation under all invoices shall be in accordance with bid schedule rates described on Project Work Estimate in Exhibit "B" Compensation submitted with proposal. Brownsville PUB will pay on the presentation of itemized invoices for hours worked and all current amounts earned under the Contract. Upon confirming and verifying the accuracy of the fees and expenses in the itemized invoices, Brownsville PUB will then attempt to pay Service Provider its fees within 10 (ten) days after the approval, but in no event later than thirty (30) days after presentation of an accurate aggregate statement by Service Provider to Brownsville PUB.

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

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

4. Service Provider's Standard of Care

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

5. Ownership of Documents

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

6. Insurance

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

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

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

Commercial General Liability

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

Business Automobile Liability for all vehicles:

Bodily injury and property damage –

\$500,000.00 combined single limit each accident

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

7. Indemnification and Limitation of Liability

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

TO THE EXTENT ALLOWED BY TEXAS LAW, BROWNSVILLE PUB AGREES TO HOLD SERVICE PROVIDER HARMLESS FROM DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF BROWNSVILLE PUB, ITS OFFICERS AND EMPLOYEES.

8. Addresses for Notices and Communications

Brownsville PUB

Phone: (956) 983-_____

Email: _____@brownsville-pub.com

SERVICE PROVIDER

Phone:

Email:

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

9. Successors and Assignments

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

10. Termination of Contract for Cause

If, through any cause, Service Provider shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if Service Provider shall violate any of the covenants, agreements, warranties or stipulations of this Contract, Brownsville PUB shall thereupon have the right to terminate this Contract by giving written notice to Service Provider of such termination and specifying the date thereof, at least fifteen (15) calendar days before the effective date of such termination. Without limitation as to cause, Brownsville PUB

shall have the right to terminate this Contract for cause if in its sole opinion the work of the Service Provider is not effective for the purpose it is being performed. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Service Provider under this Contract shall become the property of Brownsville PUB, except as provided by Section 5 of this Contract, and Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder provided such compensation is approved by Brownsville PUB in its sole discretion. The method of compensation herein shall be as provided in Section 2. of this Contract.

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

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

11. Termination for Convenience of the Brownsville PUB

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

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

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

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

12. Changes

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

13. Reports and Information

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

14. Civil Rights

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

15. Incorporation of Provisions Required by Law

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

16. Entire Agreement

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

17. Waiver

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

18. Severability

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

19. Survival

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

20. Force Majeure

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

21. Governing Law

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

22. Time for Performance

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

23. Attorney's Fees

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

24. Cumulative Mutual Remedies

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

25. State or Federal Laws

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

26. No Third-Party Beneficiary

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

27. Dispute Resolution

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

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

SERVICE PROVIDER

By: _____
Name: _____
Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

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

Notary Public, State of _____

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

CITY OF BROWNSVILLE PUBLIC UTILITIES
BOARD

By: _____

Name: Marilyn D. Gilbert, MBA

Title: General Manager & CEO

THE STATE OF TEXAS §

COUNTY OF CAMERON §

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

**REQUIRED
FORMS CHECKLIST**

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

NAME	FORM DESCRIPTION	SUBMITTED WITH BID
------	------------------	--------------------

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

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS (Complete and return with bid)**

Name of Entity: _____

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

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- d) Have not within a three year period preceding this application/bid had one or more public transactions (Federal, State, Local) terminated for cause or default.

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

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

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

ETHICS STATEMENT (Complete and return with proposal/bid)

The undersigned proposer, by signing and executing this proposal, certifies and represents to the Brownsville Public Utilities Board that proposer 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 proposal; the proposer also certifies and represents that the proposer 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 proposal, the proposer certifies and represents that proposer 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 proposal on the basis of any consideration not authorized by law; the proposer also certifies and represents that proposer has not received any information not available to other proposers so as to give the undersigned a preferential advantage with respect to this proposal; the proposer further certifies and represents that proposer has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that proposer 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 proposal; the proposer 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 proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

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

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

COMPANY: _____

AGENT NAME: _____

AGENT SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

TELEPHONE: _____ TELEFAX: _____

FEDERAL ID#: _____ AND/OR SOCIAL SECURITY #: _____

DEVIATIONS FROM SPECIFICATIONS IF ANY:

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

FORM CIQ

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH PROPOSAL RESPONSE

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 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).
 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.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 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.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

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.

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?

Yes No

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?

Yes No

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.

6 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).

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

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

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

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

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

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES-FORM 1295

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

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

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

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

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

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

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

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 there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

BROWNSVILLE PUBLIC UTILITIES BOARD
RESIDENCE CERTIFICATION

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

Section 1. (a)

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

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

Section 1. (b)

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

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

Signature: _____

Print Name: _____

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

(City and State)

Signature: _____

Print Name: _____

Organization Name
State Law Verifications

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

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

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

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

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

NOTARY SEAL _____

NOTARY SIGNATURE _____

Date

Form **W-8BEN-E**

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

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

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

OMB No. 1545-1621

Do NOT use this form for:

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

Instead use Form:

Part I Identification of Beneficial Owner

1 Name of organization that is the beneficial owner	2 Country of incorporation or organization
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3 Name of disregarded entity receiving the payment (if applicable, see instructions)

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

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

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

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

<input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions. <input type="checkbox"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. <input type="checkbox"/> Owner-documented FFI. Complete Part X. <input type="checkbox"/> Restricted distributor. Complete Part XI.	<input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. <input type="checkbox"/> Territory financial institution. Complete Part XVII. <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. <input type="checkbox"/> 501(c) organization. Complete Part XXI. <input type="checkbox"/> Nonprofit organization. Complete Part XXII. <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV. <input type="checkbox"/> Active NFFE. Complete Part XXV. <input type="checkbox"/> Passive NFFE. Complete Part XXVI. <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII. <input type="checkbox"/> Direct reporting NFFE. <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII. <input type="checkbox"/> Account that is not a financial account.
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6 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

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

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