



BROWNSVILLE PUB COMMUNICATION ENHANCEMENT

P016-24

**Proposal Due Wednesday, December 20, 2023 until 5:00 PM
Proposal to Be Opened Thursday, December 21, 2023 at 10:00 AM**

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AND

**REQUEST FOR PROPOSALS
P016-24**

The Brownsville Public Utilities Board (BPUB) is requesting Competitive Sealed Proposals (hereon styled “RFP”) for **Brownsville PUB SCADA Communication Enhancement**. BPUB’s Purchasing Office located at 1155 FM 511, Olmito, Texas 78575, will accept proposals from qualified firms **until 5:00 PM, December 20, 2023. Proposals received after this time will not be considered.**

Proposals will be acknowledged by BPUB on December 21, 2023 at 10:00 AM (CST). Vendors can call in at 10:00 AM, December 21, 2023 to (956) 214-6020 to listen to the proposal opening.

Detailed specifications may be obtained at Brownsville Public Utilities Board website at https://www.brownsville-pub.com/rfp_status/open/.

Please mark on the **outside of the envelope and on any carrier’s envelope**: “**Sealed Proposal for P016-24 Brownsville PUB SCADA Communication Enhancement, December 20, 2023, 5:00 PM**”, c/o Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

The BPUB will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed proposal package to the BPUB Purchasing Office by the given RFP deadline above. **Electronic transmission or facsimile of proposals will not be acceptable.**

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

Diane Solitaire

Purchasing and Materials Manager
Brownsville Public Utilities Board
(956) 983-6366 - Phone

INSTRUCTIONS TO PROPOSERS
Please submit this page upon receipt.
ACKNOWLEDGEMENT FORM

P016-24 Brownville PUB SCADA Communication Enhancement

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

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

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

Email: _____

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

Carrier: _____

Account: _____

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

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

Company Name

Authorized Signature

Address

Type Signatory's Name and Title

City State Zip Code

Telephone Number / E-mail

Date

Signatory's

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

REQUEST FOR PROPOSAL

Brownsville BPUB Communication Enhancement

GENERAL BACKGROUND

The BPUB, located in Cameron County on the Rio Grande 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 Public Utilities Board (the "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 BPUB executive administration includes a general manager/chief executive officer, one assistant general manager/chief operating officer, one chief administrative officer and a chief financial officer responsible for specific divisions. The BPUB employs approximately 585 employees. The Board's fiscal year is the 12-month period ended September 30th of each year and is referred to herein as the "fiscal year."

PURPOSE

Brownsville Public Utilities Board ("BPUB," "The Utility") is soliciting proposals from qualified firms to provide a new SCADA radio system to connect remote telemetry points throughout the city via a 199-foot tower located at 25° 55' 39.50" N 97° 27' 53.81" W. This tower is located at the BPUB operations yard campus, 1425 Robinhood Dr, Brownsville, TX, and has fiber optic connectivity to the SCADA master data center.

This radio proposal will include:

1. Supply of master base station radios and related antenna system.
2. Installation of master base stations and antenna systems.
3. Supply and install remote radios at field telemetry points.
4. Supply and install a radio network management system.
5. Provide overall system design and engineering appropriate for the proposed solution.
6. Obtain and license with FCC any radio spectrum required to operate the proposed system.
7. Provide initial system testing and commissioning, including a closeout documentation package.
8. Provide system operation and maintenance training to BPUB personnel.

BPUB is looking for a Firm to provide a turn-key installation of the new SCADA radio system. The role of the Firm shall be to provide material and services to deploy and commission the SCADA communication enhancements. All materials shall be provided by the Firm.

SCOPE OF SERVICES

BPUB will contract with a Firm to provide services that will include, but not be limited to, the scope as described in Attachment A: SCADA Communication Enhancement Scope of Work.

MINIMUM QUALIFICATIONS

Proposals shall be accepted only from Firms who meet the following minimum requirements:

1. Provide description of the Firm's qualifications and experience and that of key personnel assigned to this account.
2. If the proposal is from an Engineering Firm, a copy of the firm's Professional Engineering license, including staff engineers, performing work on this project.
3. A detailed reference list should be provided which documents a minimum of a five-year history of the firm on Water Utilities Survey Services. The list must include dates contracts were secured, name of primary contact person, and general description of all services provided.
4. Evidence of professional liability (E&O) policy with a minimum limit of \$1,000,000.

INSTRUCTIONS TO RFP RESPONDENTS

Firms must submit a signed one (1) electronic copy and one (1) original paper 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**

“P016-24 Brownsville PUB SCADA Communication Enhancement, December 20, 2023, 5:00 PM”

CONTRACT WITH FIRM/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.

FIRM REPRESENTATIVE

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

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, 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 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 BPUB 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 BPUB Board of Directors approved a local "living wage" policy that requires all Firm/Contractors performing 100% Non-Federally funded Work for the BPUB to pay not less than a minimum wage rate of \$8.00/hour. The BPUB-requires that all Firm/Contractors comply with this policy.

CONTRACT AND TERM

The services shall be performed in Brownsville, Texas. A technical and personal services contract for the services will be placed into effect after evaluation and final approval by BPUB Board of Directors.

BROWNSVILLE PUB RIGHTS

1. If only one or no proposal is received by “submission date”, the BPUB has the right to reject, re-advertise, 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 Public Utilities Board.
3. The right to hold proposal for up to 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 (BPUB and Firm/contractor) and if proposer/Firm holds original proposal prices 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 BPUB for BPUB’s convenience.
6. The right to increase or decrease services. In proposal, stipulate whether an increase or decrease in services will affect proposal price.

CORRECTIONS

Any interpretation, correction, or change to the RFP will be made by ADDENDUM. Changes or corrections will be issued by the BPUB 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 BPUB prior to submitting a response to the RFP to ascertain if any addenda have been issued, and to obtain any all addenda, execute them, and return addenda with the response to the RFP. Addenda may also be posted on the BPUB website.

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
Last day to submit questions:	December 15, 2023
Proposals due:	December 20, 2023 at 5:00 PM
Bid Opening:	December 21, 2023 at 10:00 AM
Proposals evaluated:	December 21-23, 2023 Tentatively
Board approval of contract award:	January 8, 2024
Contract Executed:	January 22, 2024
Project Start Date:	January 29, 2024

Equipment Installed & Tested	6 months after RFP advertised (~June-July 2024)
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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 firm, 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.

UNAUTHORIZED COMMUNICATIONS

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

INSURANCE

- 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:

\$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 claim made basis, for the duration of the project.

PROPOSAL INFORMATION

All proposal envelopes shall contain one (1) electronic copy and one (1) original paper copy. The original proposals will be opened and only the Firm's name read aloud at the BPUB Purchasing Office located at 1155 FM 511, Olmito, Texas. All proposals will be managed by BPUB in a manner that avoids disclosure of the contents to competing firms and keeps the proposals confidential during any negotiations. All proposals will be open for public inspection as stated in the public information act, after the contract is awarded; however, trade secrets and confidential commercial or financial information in the proposals specifically identified by the firms will not be open for public inspection. Accordingly, all pages in the proposal that the Firm considers to be proprietary and confidential should be appropriately marked.

Direct any questions to Hugo Lopez, Purchasing Department, by phone at (956) 983-6375 or by email to hlopez@brownsville-pub.com.

Candidates must guarantee their Original Proposal or subsequently clarified proposal for at least ninety (90) days from the Original Proposal opening date. To obtain the best and final offers, the BPUB may require written clarifications and explanations of Firm proposals after Original Proposal submissions when certain candidates have been selected for interviews. The BPUB will not be liable for any of the Firm's costs or expenses incurred in preparation or presentation of the Proposal(s). The BPUB also reserves the right to conduct a pre-award survey, or to require other evidence of technical, production, managerial, financial, or other abilities prior to the award of the contract.

The BPUB will follow Texas Local Government Code procurement procedures found at: Sections 252.021(b)(c); 252.041(b); 252.042; 252.043(h); 252.049(b).

To ensure that the award is made to the Firm whose proposal best meets the needs of the BPUB, discussion may be conducted with the top three (3) rated Firms at BPUB's discretion. After the meeting(s), five (5) working days will be allowed for the Firms to submit all requested additional information and explanations in writing, which shall be deemed a part of their final offer. The Firm shall submit with such clarifications and explanations any revised projected schedule. The Firms shall be treated fairly and equally with respect to any and all opportunities for discussion, clarification, and explanation of proposals.

PROPOSAL SUBMISSION REQUIREMENTS

- a. It is the proposing Firm's responsibility to provide all required information, including required attachments. No information beyond that specifically requested is required, and proposing Firms are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Unless otherwise indicated, a proposal that does not provide all of the information requested below may be rejected.
- b. The proposals must follow all formats and address all portions of the RFP set forth herein providing all information requested.
- c. To this end, the proposing Firm shall complete and/or submit the following documents as part of the sealed proposal package presented in the following format and order:
 - (1) All proposals must be:
 - (a) Clearly legible;
 - (b) Sequentially page-numbered;
 - (c) Organized in the sequence outlined following the Table of Contents as listed in the RFP proposal format;
 - (d) Correctly identified with the RFP number and submittal deadline; responsive to all RFP requirements;
 - (e) Typed on 8½ by 11 paper;
 - (f) In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs, and appendices;
 - (g) Bound; No 3 ring binders and
 - (h) Submitted as one (1) electronic copy and one (1) original paper copy (entire document). Proposals may not include materials or pamphlets not specifically requested in this RFP.

(2) Proposal Format

- (a) The proposals must be structured, presented, and labeled in the following manner:

- Tab 1 – Table of Contents
- Tab 2 – Project Work Plan
- Tab 3 – Key Personnel
- Tab 4 – Background and Experience
- Tab 5 – Price (Proposal Cost Sheet and Attachment B)
- Tab 6 – Responsibility Matrix (Attachment C)
- Tab 7 – Requirements (Attachment D)
- Tab 8 – Certifications and Other Required Forms

- d. Failure to follow the specified format, label the responses correctly, or address all of the subsections may, at the BPUB’s sole discretion, result in the rejection of the Proposal. Proposals should not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to the appropriate place within the body of the Proposal. The Proposal pages shall be numbered, and each section (tab) labeled.
- e. Format and Content
Proposals must be organized as follows:

TAB 1: TABLE OF CONTENTS – Identify each major section (tab), all pages are to be numbered.

TAB 2: PROJECT WORK PLAN –

- (a) Provide the legal entity name for the Firm. Provide the proposal contact name, phone number, email address and physical address(s) from which proposing Firm operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.
- (b) Describe the Firm’s proposed processes for providing all components included in the scope of services.
- (c) Provide a schedule for completion of the required work including major milestones.
- (d) Provide any data or effort required from the BPUB in order for the scope of services to be achieved successfully.

TAB 3: KEY PERSONNEL AND SUBCONTRACTORS –

- (a) Provide a project staff chart clearly identifying the project manager and key personnel associated with conducting the required Scope of Services.
- (b) Key Personnel- Provide resumes/profiles of the project manager and key personnel associated with conducting the required Scope of Services. Firm must ensure that staff has all required licenses, certifications, and training appropriate for such persons’ role and function within the Firm. Include information for the individual responsible for overall management and performance under the contract, the individual primarily responsible for the order fulfillment function of the scope of work, and the individual primarily responsible for the direct support function of the proposing Firm.

TAB 4: BACKGROUND AND EXPERIENCE -

- (a) Provide at least three (3) references within the past two (2) years of completed projects which best illustrate the experience of the Firm.

- (b) The following information must be included for each reference: entity name, client contact information (name, title, phone, and email), scope of work performed, and identified. BPUB reserves the right to contact references, current or former clients to validate background and experience.

TAB 5: PRICE -

- (a) Complete both the summary-level BPUB Proposal Cost Sheet provided herein, as well as the detailed pricing sheet in Attachment B, by providing your best proposed prices. Pricing shall be inclusive of all materials, travel and expenses required to complete the scope of work described here in.

TAB 6: RESPONSIBILITY MATRIX -

- (a) Complete the Responsibility Matrix in Attachment C, by noting any exceptions to the designated roles.

TAB 7: REQUIREMENTS -

- (a) Complete the Requirements in Attachment D.

TAB 8: CERTIFICATIONS AND OTHER REQUIRED FORMS - Complete, sign, and submit all certifications and other required forms as listed below and place behind this TAB:

- (a) Proposal Acknowledgement Form (submit this page upon receipt, can include copy in the Proposal). Any modifications or alterations to this form shall not be accepted.
- (b) Debarment Certification
- (c) Ethics Statement
- (d) Conflict of Interest Questionnaire
- (e) Residence Certification
- (f) State Law Verification
- (g) House Bill 89 Verification
- (h) W9 or W8-BEN
- (i) Insurance Requirements – General Liability, Automobile Liability, and Workers Compensation.
- (j) Certified Statement - Certified statement that the Contractor is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or Local agency. This form must be submitted in order to be considered.

EVALUATION PROCEDURE AND CRITERIA

All proposals must be completed and convey all of the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the Brownsville PUB alone will determine whether the variance is significant enough to consider the proposal 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 proposal, subsequent discussions and clarifications provided in writing, and the proposer's written Best and Final Offer, is used in the evaluation process and award determination. Only these criteria will be considered on the award determination.

A BPUB committee will review the proposals submitted in response to this request and will make recommendations. The BPUB committee will review all proposals in light of the following major evaluation criteria with corresponding weights.

Evaluation Criteria	Possible Points
Project Work Plan (including Requirements)	30
Ability to Meet Proposed Schedule	15
Experience with similar projects	20
Qualifications and availability of staff	20
References	5
Fee schedule	10
Total Points	100

Please be advised that cost will not be the sole determining factor in the BPUB's selection of a Firm to provide the services specified in the scope of services in this RFP. The decision to conduct interviews or check references of individual Firms, all Firms, or no Firm is at the sole discretion of the BPUB.

All responses submitted become the property of the BPUB and are subject to the Public Information Act (Texas Government Code Chapter 552). All documentation shall be open for public inspection, except for trade secrets and confidential information so identified by firm as such. All confidential information should be specifically and conspicuously marked as such in red. The BPUB will follow all requirements and procedures in the Public Information Act when responding to requests for disclosure of documents.

P016-24
PROPOSAL COST SHEET SUMMARY

Attachment B Must be attached with the detailed cost

The undersigned Firm, having read and examined the requirements and specifications for the above, proposes to perform the services set forth in the Original Proposal. The undersigned Firm hereby proposes to furnish the following product, as described herein, for the hourly rate of:

DESCRIPTION	SUB-TOTAL
Master Radios & Installation	
Remote Radios & Installation	
Additional Services	
Radio Network Management System	
Options	
TOTAL COST	
ADDITIONAL SERVICES (if applicable) List on separate sheet of paper, if needed	

NOTE: Hourly rate should include proposed fees for the items described under the scope of services section, to include training, travel, lodging, and miscellaneous expenses.

Company Name: _____

Authorized Company Representative: _____

Authorized Company Representative: _____

Signature (Failure to sign proposal will disqualify it)

Company Address: _____

Telephone #: _____

Fax #: _____

Email: _____

ATTACHMENT A – SCOPE OF WORK

Please find Attachment A below.

ATTACHMENT B – PRICING SHEET

Please find Attachment B below

ATTACHMENT C – RESPONSIBILITY MATRIX

Please find Attachment C below.

ATTACHMENT D – RESPONSIBILITY MATRIX

Please find Attachment D below. Note this spreadsheet includes 3 tabs.

EXHIBIT 1 – TELEMETRY GPS LOCATIONS

Telemetry GPS locations (Remote Radio Locations) are provided in Exhibit 1 below.

NOTICE OF AWARD

TO: _____

Project Description: P016-24 BROWNSVILLE PUB SCADA COMMUNICATION ENHANCEMENT

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 December 20, 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: _____
Title: _____

ACCEPTANCE OF NOTICE

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

_____ this ____ day of _____, 20__.

By: _____

Name: _____

Title: _____

SAMPLE CONTRACT

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

PROFESSIONAL CONSULTING AND TECHNICAL SERVICES 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 Name, a Limited Liability Company doing business in Texas (“Consultant”), acting herein by its duly authorized agent, Add Name of Signor.

WHEREAS, the BROWNSVILLE PUB desires to engage Consultant to render certain professional consulting and technical services necessary for performing: Add Project Name.

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

1. Scope of Services

Consultant agrees to perform the professional consulting and technical services described below and in Exhibit “A” Scope of Services attached hereto and incorporated herein for all purposes. The Parties by mutual agreement may provide for additional professional consulting and technical services to be performed under the terms and conditions of this Contract and described under any additional written Work Orders, pursuant to Paragraph 12 “Changes.”

2. Compensation

Brownsville PUB will pay Consultant for the professional consulting and technical services described in Exhibit “A” Scope of Services, as outlined in Exhibit “B” Compensation, not to exceed compensation of Add Amount Written in Words and 00/100 Dollars (\$_____00).

3. Method of Payment

A. Monthly statements, in Consultant’s standard format, will be submitted by Consultant to Brownsville PUB. Statements will be based on Consultant’s estimated percent of services completed at the end of the preceding month. Brownsville PUB shall have sole discretion in the approval or disapproval of any compensation to Consultant. If Brownsville PUB disapproves of any statement, in whole or in part, it shall provide written notice to Consultant of the reasons therefor. Brownsville PUB shall make whole or partial payment to Consultant within thirty (30) days of receipt of a statement.

B. Consultant shall keep accurate records, including time sheets and travel vouchers of all time and expenses allocated to performance of any professional and technical services

included within the scope of services described in Exhibit “A” Scope of Services. All such records shall be kept in the offices of Consultant for a period of not less than five (5) years and shall be made available to Brownsville PUB for inspection or copying upon reasonable request during regular business hours at Consultant’s offices.

4. Consultant’s Standard of Care

Consultant shall provide its professional consulting and technical services under this Contract with the same degree of care, skill and diligence as is ordinarily provided by a professional services consultant providing similar services and similar circumstances for a project of which this Contract applies, and shall give professional consultations and advice to Brownsville PUB during the performance of the services under this Contract.

5. Ownership of Documents

As part of the total compensation which Brownsville PUB has agreed to pay Consultant for the professional services to be rendered under this Contract, and upon such payment, Consultant agrees that all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, model, photographs and reports which are produced by Consultant are and will remain the property of Brownsville PUB. Consultant shall have the right to use such work products for Consultant's purposes. The above notwithstanding, Consultant 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. Consultant 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 – Texas Statutory
Employers’ Liability -- \$100,000.00

B. Consultant also agrees to maintain Commercial General Liability, Business Automobile Liability, and Umbrella Liability Insurance covering claims against Consultant 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

Bodily Injury \$1,000,000.00 each occurrence
Property Damage \$1,000,000.00 each occurrence

Business Automobile Liability for all vehicles:

Bodily Injury \$50,000.00 each person, \$1,000,000.00 each occurrence
Property Damage \$1,000,000.00 each occurrence

Excess Umbrella Liability:

\$1,000,000.00

Consultant shall also provide Professional Liability Insurance in the amount of \$1,000,000.00 per claim and annual aggregate.

C. Consultant shall add Brownsville PUB, its Board Members, Officers and employees, and the City of Brownsville, its Commissioners, Officers and employees; as additional insureds on all required insurance policies, except workers' compensation/employer's liability. The insurance certificate(s) shall provide for thirty (30) calendar days advance notice to Brownsville PUB and City 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 Consultant.

D. Consultant 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.

7. **INDEMNIFICATION AND LIMITATION OF LIABILITY**

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

TO THE EXTENT ALLOWED BY TEXAS LAW GOVERNING PUBLIC ENTITIES, CONSULTANT'S TOTAL LIABILITY TO BROWNSVILLE PUB FOR ANY LOSS OR DAMAGES FROM CLAIMS ARISING OUT OF, OR IN CONNECTION WITH, THIS CONTRACT FROM ANY CAUSE INCLUDING CONSULTANT'S STRICT LIABILITY, BREACH OF CONTRACT, OR PROFESSIONAL NEGLIGENCE SHALL NOT EXCEED ONE MILLION DOLLARS. TO THE EXTENT ALLOWED BY TEXAS LAW, BROWNSVILLE PUB HEREBY RELEASES CONSULTANT FROM ANY LIABILITY EXCEEDING SUCH AMOUNT.

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:
Phone:
Email:

SERVICE PROVIDER

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

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

9. Successors and Assignments

Brownsville PUB and Consultant 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 Brownsville PUB nor Consultant 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 and/or indemnitee hereto.

10. Termination of Contract for Cause

If, through any cause, Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if Consultant 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 Consultant 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 Consultant 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 Consultant under this Contract shall become the property of the Brownsville PUB, except as provided by Section 5 of this Contract, and Consultant 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, Consultant 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 Consultant, and Brownsville PUB may

withhold any payments to Consultant for the purpose of setoff, until such time as the exact amount of damages due Brownsville PUB from Consultant is determined.

Subject to Sections 4 and 7 liability limitations, Consultant 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 Consultant 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 Consultant 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 Parties

Brownsville PUB may terminate this Contract at any time by giving at least thirty (30) calendar days notice in writing to Consultant. If the Contract is terminated by Brownsville PUB as provided herein, Consultant will be paid for the time provided and expenses incurred up to the termination date if such compensation is approved by Brownsville PUB, which approval shall not be unreasonably withheld. All finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Consultant under this Contract shall become the property of Brownsville PUB, except as provided by Section 5 of this Contract. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, provided such compensation is approved by Brownsville PUB, which shall not be unreasonably withheld. The method of compensation herein shall be as provided in Section 3 of this Contract.

Notwithstanding the above, Consultant 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 Consultant, and Brownsville PUB may reasonably withhold a sufficient portion of any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due Brownsville PUB from Consultant is determined.

Consultant 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 Consultant 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 changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between Brownsville PUB and Consultant shall be incorporated in written amendments to this Contract called "Work Orders".

13. Reports and Information

Consultant, at such times (but not more than once per month unless an 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

Consultant shall comply with all applicable federal, state, and local laws regarding nondiscrimination and equal employment opportunity, as set forth in Consultant'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 law to be inserted into the 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, the Contract shall be amended to make such insertion on application by either Party.

16. Entire Agreement

This Contract, including Exhibit "A" Scope of Services; together with any subsequent and mutually agreed to written clarifications and explanations, copies of which will be attached hereto, constitutes the entire agreement and supersedes all prior agreements and understandings between the Parties concerning the subject matter of this Contract.

17. Waiver

The failure on the part of any Party herein at any time to require the performance by any other Party of any portion of this Contract shall not be deemed a waiver, 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 Consultant 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 Consultants representations and warranties hereunder.

20. Force Majeure

In the event that Brownsville PUB or Consultant 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 Consultant, and the affected party in good faith attempts to mitigate the impacts, then Brownsville PUB or Consultant shall be excused from any further performance of their respective obligations and undertakings.

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

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

23. Attorney's Fees

If it is necessary for either Party herein to file a cause of action at law or in equity against the other Party due to: (a) a breach of this Contract by any other party and/or (b) any intentional and/or negligent act or omission by any 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 Remedies

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

25. State or Federal Laws

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

26. No Third-Party Beneficiary

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

27. Dispute Resolution

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

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

EXHIBIT “A”

**SCOPE OF SERVICES FOR THE
PROJECT TITLE**

EXHIBIT “B”

**COMPENSATION FOR THE
PROJECT TITLE**

Consultant proposes to perform the work and services described above through the _____ project. Consultant will establish Project requirements, determine Project policy matters, ensure satisfactory completion of the work and services, and be directly responsible for the Project. Consultant shall not be reassigned away from this engagement without the prior written consent of Brownsville PUB.

Consultant proposes to perform all work and services described in Exhibit “A” Scope of Services, for the estimated cost of \$_____00. Invoices will be submitted monthly. Should the work and Services be completed for less than that amount, Brownsville PUB will only be billed for actual work and services completed. All actual out of pocket expenses incurred in the course of this engagement will be billed at actual cost for reimbursement by Brownsville PUB. Consultant is willing to adjust the proposed scope and the related fee to meet the specific needs of Brownsville PUB. Total billings for this work scope shall not exceed the above estimate **without Brownsville PUB’s written approval**

EXHIBIT “C”

**SCHEDULE FOR THE
PROJECT TITLE**

Consultant understands that the scope of services outlined herein should be completed within _____ . Consultant proposes to initiate the Project after both parties have signed the contract, subject to Brownsville PUB’s written authorization to proceed. It is understood that Consultant’s ability to complete the tasks within the established time frame is dependent, in large part, on the receipt of any existing, available, and necessary data from Brownsville PUB at the beginning of the Project, and Brownsville PUB’s timely response with review comments and input.

REQUIRED FORMS CHECKLIST

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

NAME	FORM DESCRIPTION	SUBMITTED WITH BID	
		YES	NO
Legal Notice	Acknowledgement Form	<input type="checkbox"/>	<input type="checkbox"/>
	Debarment Certification	<input type="checkbox"/>	<input type="checkbox"/>
	Ethics Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Conflict of Interest Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
	Certification of Interested Party Form 1295	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification	<input type="checkbox"/>	<input type="checkbox"/>
	State Law Verification	<input type="checkbox"/>	<input type="checkbox"/>
	House Bill 89 Verification	<input type="checkbox"/>	<input type="checkbox"/>
	Job Safety Analysis	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions	Bid Schedule/Cost sheet completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
	Cashier Check or Bid Bond of 5% of Total Amount of Bid (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	OSHA 300 Log (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Contractor Pre-Bid Disclosure completed, signed and notarized (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Sub-Contractor Pre-Bid Disclosure completed, signed, and notarized (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
References	Complete the Previous Customer Reference Worksheet for each reference provided	<input type="checkbox"/>	<input type="checkbox"/>
Addenda			

ETHICS STATEMENT

(COMPLETE AND RETURN WITH PROPOSAL)

The undersigned Firm, by signing and executing this proposal, 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 proposal; the Firm also certifies and represents that they have 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 Firm certifies and represents that they have 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 Firm also certifies and represents that they have not received any information not available to other Firms so as to give the undersigned a preferential advantage with respect to this proposal; the Firm further certifies and represents that they have 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 proposal; 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 proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

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 NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS PROPOSAL.

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.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

(PLEASE COMPLETE AND RETURN WITH PROPOSAL)

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 proposal 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/proposal 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 proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine up to a \$10,000.00 or imprisonment for up to five (5) years, or both.

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

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

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

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

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

Contractor JSA Form



JOB SAFETY ANALYSIS FORM

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

Comments:

█

Contractor Representative & Title	Signature	Date
█		█
█		█
█		█

FORM W-8BEN-E

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"/> Complex trust</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"/> Estate</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"/> International organization</td> <td><input type="checkbox"/> Foreign Government - Integral Part</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"/> Complex trust	<input type="checkbox"/> Partnership	<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Private foundation	<input type="checkbox"/> Estate	<input type="checkbox"/> Foreign Government - Controlled Entity	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> International organization	<input type="checkbox"/> Foreign Government - Integral Part
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<p>5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions. <input type="checkbox"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. 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<p>6 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address (other than a registered address).</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border-bottom: 1px solid black;">City or town, state or province. Include postal code where appropriate.</td> <td style="width: 30%; border-bottom: 1px solid black;">Country</td> </tr> </table>		City or town, state or province. Include postal code where appropriate.	Country										
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For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 59689N

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

Attachment A – SCADA Communication Enhancement Scope of Work

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1 SCADA Communication Enhancement Scope of Work

1.1 General Project Summary

The Brownsville Public Utilities Board (BPUB) requires a new wireless data radio network to connect various telemetry points located throughout the city's water, wastewater, and electrical Distribution Management System as part of BPUB's SCADA Communications Enhancement project. The proposed master site will be located at the BPUB operations yard campus 1425 Robinhood Dr, Brownsville, TX as shown in the figure below. A recently constructed 199-foot tower located at 25° 55' 39.50" N 97° 27' 53.81" W is available for master antennas, and an existing shelter has sufficient space for the master base station radios. Site photographs are included in Section 4.

This proposal will include:

1. Master site radios, installation, and commissioning services:
 - a. Note: The system currently in use operates on unlicensed spectrum. BPUB does not currently own any RF spectrum suitable for this system. Bidders can propose licensed spectrum operation if desired. Proposing a licensed option, as well as an unlicensed option is encouraged. Any proposal requiring licensed spectrum shall include the cost of acquiring, leasing, and/or licensing suitable spectrum.
2. Master Site antenna system and installation:
 - a. Provide feedline and system antenna sweep tests using Anritsu Site Master or approved equivalent test instruments.
 - b. Provide photo documentation of all antennae, transmission line and tower work
3. Remote site radios.
4. Remote site antennas, feedline, and installation accessories (clamps, connectors, surge suppressor, grounding, etc.)
5. Installation, configuration, testing and configuration of remote radios and antenna system.

BPUB is looking for a radio manufacturer or their authorized reseller / integrator (Seller) to provide a turnkey installation of the new radio Field Area Network (FAN) The role of the Seller shall be to provide material and services to deploy and commission the radio system. All materials shall be provided by the Seller.

Detailed roles of the BPUB and Seller for this Project are provided in the Responsibility Matrix. Seller shall be responsible for:

- System and RF Engineering, including modelling of data throughput capacity for each sector and an estimate of the number of remotes that can be supported.

- Providing the radio equipment.
- Assist in the acquisition of licensed RF spectrum if proposing a licensed system.
- Furnishing and installing all associated antenna hardware and appurtenances for the master site.
- Performing all planning and installation of antenna system on the tower.
- Provide installation, configuration, and commissioning of all remote sites.
- Provide as-built documentation and System Acceptance closeout documentation.
- Seller shall also be responsible for ensuring that the equipment and installation meets all National, Local and Industry accepted codes, including Motorola R56 grounding best practice, and American Water Works Association Cyber Security recommendations. The AWWA document “Process Control System Security Guidance for the Water Sector” provides a reference for specifications and best practice. A copy can be obtained from the AWWA website <https://www.awwa.org/> .

1.2 New Radio Requirements

General: The current radio infrastructure is a mix of 900 MHz, 2.4 GHz and 5.8 GHz Part 15 unlicensed ISM band spectrum. BPUB does not currently hold any licensed spectrum suitable for this purpose, and thus expects the proposed solution will also operate on FCC Part 15 ISM bands. PSE have modelled the SCADA FAN at 900 MHz. The results have shown that 900MHz ISM unlicensed is a viable option, however, the vendor can propose a licensed solution. Proposing a licensed option along with an unlicensed option is encouraged. Any licensed solution shall include a detailed cost analysis for acquiring or licensing the proposed spectrum.

Since the desire is to utilize a central location (BPUB campus SCADA Yard Tower), it is expected that multiple channels will be required in a sectorized configuration to allow sufficient data throughput capacity. All equipment and frequencies proposed shall allow sectorization of the central site.

Radio Specifications Used for Conceptual Design:

- -85 dBm Receive Signal Level lower limit to include fade margin needs.
- Flexible channel widths. Must provide 100 kHz, 50 kHz, 25 kHz and 12.5 kHz wide channels at a minimum.
- Must support Adaptive Modulation.
- Must support Dynamic Power Control.

Master Radios: PSE has performed a preliminary RF design and finds that a 3-sector master site in the 900 MHz frequency range is expected to provide adequate RF signal coverage, as well as sufficient data capacity to support the current remote locations. Bidders shall provide pricing for

Monitored Hot Standby radios as an option, if available. Monitored Hot Standby capability for the master base stations is highly desirable.

Remote Radios: There are currently 39 water system remote points requiring radio connectivity to the master site. In addition to the water points, there are 12 electric system DMS points that require connectivity. Radios must be suitable for installing in existing instrument cabinets without requiring environmental temperature control. Wide range DC power input is desirable. At a minimum, radios should be capable of 12 Volt and 24 Volt operation.

Network and Radio Monitoring System: A central system to monitor all master and remote radios is desired. This may be a SNMP based system, or other means to display radio alarms and facilitate basic remote status and troubleshooting. SNMP support is required in addition to any proprietary Radio Management System.

Table 1: Existing Tower Attachments

Tower Mount Height (Feet)	Antenna Name	Antenna Type	Azimuth	Stand Off	Cable Type	Part of Initial Build	Notes
Top	Beacon Light	Obstruction Lighting	Omni	None	Power Cable	Yes	
180	SCADA	DB809DK-Y	Omni	3'	1 5/8" Heliac, AVA-7-50 or approved equivalent, 2 Runs	Yes	
160	800MHz LMR/ SCADA Spare	DB809DK-Y	Omni	3'	2 5/8" Heliac, AVA-7-50 or approved equivalent, 2 Runs	No	
140	6 sector Ubiquity 19 dBi	Ubiquiti Titanium M5	0,60,120,180,240,300	Mount to leg with small sector mount field fabricated with 2" pipe & appropriate pipe to pipe clamp sets	Ubiquity Tough Cable (Cat-V) 6 runs	Yes	Antenna is similar to dimensions of AM-5AC21-60 for wind loading.
120	6 sector Ubiquity 19 dBi	Ubiquiti Titanium M5	30,90,150,210,270,330	Mount to leg with small sector mount field fabricated with 2" pipe & appropriate pipe to pipe clamp sets	Ubiquity Tough Cable (Cat-V) 3 runs	no	Antenna is similar to dimensions of AM-5AC21-60 for wind loading
90	3 sector Cambium 600	Cambium 600 Integrated radio & antenna	0,120,240	Mount to tower leg using pipe to pipe clamps and intermediate mast if needed	Ubiquity Tough Cable (Cat-V) 6 runs	no	
80	2' Dish	Ubiquiti Rocket Dish M5	0	Aproprate mount for proposed tower / dish combination	Ubiquity Tough Cable (Cat-V)	Yes	
80	2' Dish	Ubiquiti Rocket Dish M5	120	Aproprate mount for proposed tower / dish combination	Ubiquity Tough Cable (Cat-V)	no	
80	2' Dish	Ubiquiti Rocket Dish M5	240	Aproprate mount for proposed tower / dish combination	Ubiquity Tough Cable (Cat-V)	no	
20	Roberto Vargas Gate	Ubiquiti NANO Stations 5 GHz	Unknown	Mount to tower leg using pipe to pipe clamps and intermediate mast if needed	Ubiquity Tough Cable (Cat-V)	Yes	
20	900 MHz Unlicensed AMI Takeout Point Collector	Ubiquiti NANO Stations 2.4 GHz	Unknown	Mount to tower leg using pipe to pipe clamps and intermediate mast if needed	Ubiquity Tough Cable (Cat-V)	Yes	

Antennas proposed in this RFP are to be provided by Seller. Seller shall provide attachment stand-offs, install the stand-offs and antennas, and provide and install transmission line from antennas into shelter.

This installation shall include sweep testing the antennas and cables during the installation and all cable grounding and bonding as required by BPUB. Antenna system grounding shall use Motorola R56 best practice, along with compliance to all applicable national, state, and local electrical codes.

1.3 Shelter Information

An equipment shelter is currently in place near the existing tower. BPUB will install a 4 post 19” server style rack cabinet with a 3000VA UPS mounted near the bottom to power the radio and network equipment. A photo of the interior of the equipment shelter which illustrates the position of the current rack that will be replaced prior to radio installation is included in this document.

The Seller shall provide appropriate entry port and boot assemblies to facilitate the new antenna feed line building entry. A photo of the existing entry port is included in this document for reference.

1.4 Master Radio Site Antenna Installation

Master base station antennas shall be installed on the tower using appropriate mounts approved by the tower manufacturer (Saber Industries). All feedline shall be secured to the existing waveguide trapeze using hangers approved by the cable manufacturer. All grounding shall comply with Motorola R56 best practice, and utilize hardware approved by the cable manufacturer. Connectors shall be of a type approved by the cable manufacturer and installed by competent personnel that have been trained by the cable manufacturer or authorized agent. Transmission line and antennas shall be sweep tested using Anritsu Sitemaster or equivalent instruments. Transmission line sweeps shall include return loss (RL) open – short – load at the operating frequency, as well as distance to fault (DTF). Antenna system RL and DTF shall be performed as a final test. All test results shall be provided in native format, and PDF files as part of the closeout documentation.

1.5 Master Radio Installation

The Seller shall install the master base station radios in the 19” equipment rack provided in the proposal. All connections to the DC power plant, including supply of rack power distribution (fuses or circuit breakers) shall be the responsibility of the Seller. Installation and grounding shall comply to Motorola R56 best practice, NEC and any applicable state or local codes.

1.6 Remote Radio Installation

The Seller shall install the remote radios in the existing weather hardened cabinets wherever possible. If any existing cabinet is not suitable for radio installation, Seller shall notify BPUB, and propose a solution. BPUB reserves the right to accept the Seller’s solution as an out-of-scope change order or remedy the situation by other means. Seller shall make all power, grounding and antenna connections using Motorola R56 best practices as well as NEC or other local codes as applicable. BPUB is aware that a number of the electric DMS apparatus controllers do not have sufficient space for a radio and will provide an additional weather hardened cabinet to accommodate the radio as needed.

Remote site antennas shall utilize the existing antenna mounting mast whenever possible. If the existing mast is unsuitable for reuse the Seller shall notify BPUB and propose a solution. BPUB reserves the right to accept the Seller's solution as an out-of-scope change order or remedy the situation by other means.

BPUB will assist by installing the antenna and transmission line on any utility pole that also supports energized electric conductors. Seller shall provide technical assistance and supervision to BPUB during antenna installation on these poles as needed. This support shall include, but is not limited to, direction and inspection of feedline and connector waterproofing, proper antenna mounting and orientation, proper handling and securing of coaxial feedline, and proper grounding techniques.

1.7 Remote Radio Sites – Removal of Existing Radios

It is anticipated that the master radio site would be constructed and available prior to remote radio installation. A short outage can be granted to perform the installation of antennas and radios at each remote point. BPUB will provide personnel to provide access to remote sites and assist with coordinating the outage and return to service. In most cases, this will be personnel that will maintain the system on a day-to-day basis. As such, it is desired that these personnel be involved in the installation to gain experience and familiarity with the new system. All material and equipment removed shall be turned over to BPUB for reuse, recycling, or disposal.

BPUB will be responsible for removing, reconfiguring, or installing any apparatus in the electrical space of any utility pole. The seller is expected to provide direction and technical support as appropriate for these activities within the scope of the project.

1.8 Radio Network Monitoring System Installation

Seller shall assist and provide support to install their proposed radio network monitoring software. It is anticipated that this will be hosted on a BPUB virtual machine. Seller should clearly define PC or VM requirements in their bid response.

1.9 System Testing and Commissioning

Seller shall perform comprehensive system testing and commissioning. These tests shall include, but are not limited to, RF performance (RSL, S/N, modulation level, error rate) as well as data network performance (latency, throughput for each remote site, etc.). The Seller shall provide all necessary test equipment and instruments as well as field personnel to complete this task. BPUB shall provide staff to assist with site access and observe the testing. The results of these tests shall be included in the final closeout documentation package. Bidders shall include their proposed test and commissioning plan as part of their bid response.

1.10 Training

Seller shall provide training on the operation and maintenance of the proposed solution, including Radio Management System operation and overall system alarm response and trouble isolation. A minimum of 2 classes offered on separate dates to allow all personnel to attend is required. This

training shall be provided in advance of the system deployment. Bidders shall include their proposed training plan as part of their bid response.

1.11 Closeout Documents

Seller shall provide a comprehensive documentation package as part of the project final acceptance and closeout. This documentation package shall include, but is not limited to:

- System test and commissioning results.
- Master site antenna and line sweep test results.
- Noise floor measurements using spectrum analyzer or master radio.
- Photos of all installation tasks (antenna mounts, cable attachment, weatherproofing, etc.)
- Photos of all equipment installation, master site and remote radio sites, including remote antenna installation.
- Programming information and electronic backup of all radio programming parameters.
- Backup of radio management system configuration (electronic form).

2 Contractor Safety Requirements

BPUB will advise of known hazards in the vicinity of the work area prior to commencing work.

BPUB expects that the contractor will be competent and perform all work independently and safely. However, BPUB will order all work to stop if any safety infractions or concerns are observed. Work shall not resume until the issue has been resolved in a manner acceptable to BPUB.

Contractor must identify a responsible and competent person as the safety liaison prior to commencing work. It is preferred that one person will perform this function for the entire project. If the safety liaison person must be substituted, all work must stop until such time as the new liaison is on site and has BPUB has been notified of the change and new contact information.

All work must be done safely and in accordance with all OSHA and state regulations.

BPUB requires submission of a JSA (Job Safety Analysis) form prior to commencing work. A sample of the BPUB form is attached as Exhibit 2. The contractor can use their own form if it provides the same information as the BPUB form. These forms must be submitted regularly throughout the project.

Contractor is required to conduct daily safety meetings prior to the start of the workday and as appropriate throughout the workday as may be warranted by changing tasks or newly identified risks. Logs of these meetings and briefings shall be kept and made available for inspection by BPUB officials or their appointed agents.

Restroom facilities are not available at remote locations. All contractors are responsible for providing appropriate sanitary restroom and handwashing stations as appropriate to the jobsite.

Access to BPUB buildings is restricted to BPUB personnel and essential contractors with a specific task that requires entry.

All personnel working onsite are required to present a valid government ID for access.

All contractor personnel working above ground level shall be appropriately trained and certified by an industry recognized organization, such as Comtrain. Current and valid training certificates for all personnel shall be available for inspection prior to starting onsite work and be available for inspection on demand by BPUB or its agents at any time during work operations.

Contractors are expected to have their own comprehensive safety and rescue plans in place. A copy of the safety plan must be submitted to and approved by BPUB in advance of commencing work.

3 Existing Site Photographs

Figure 1: Existing Tower Top



Figure 2: Tower & Shelter Location in BPUB Compound



Figure 3: New Building Cable Entry Location – Northeast Corner



Figure 4: Existing Equipment in Shelter - Rack will be replaced with a 4 post server style rack cabinet by BPUB prior to radio installation

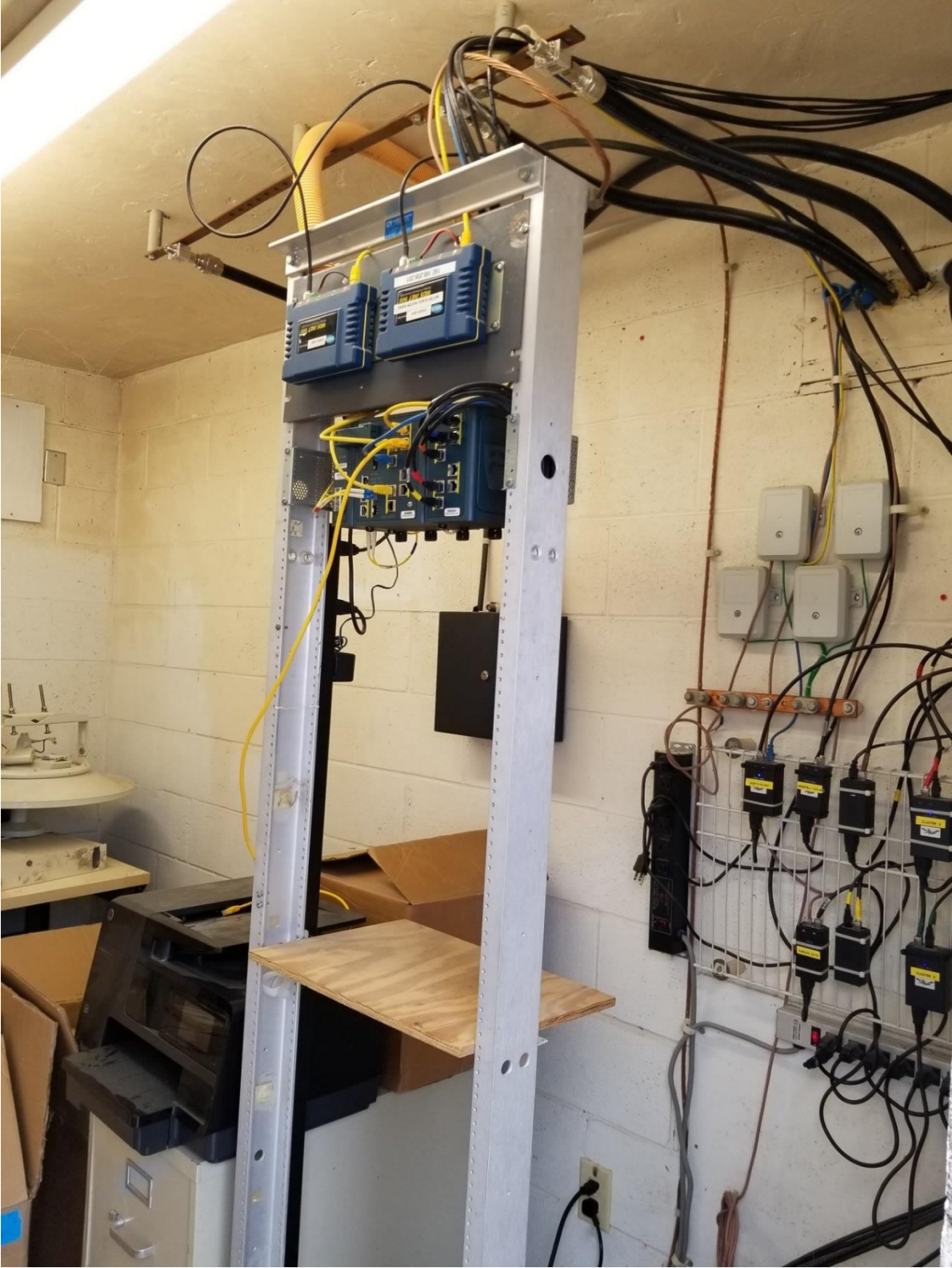


Figure 5: Water/Wastewater SCADA RTU

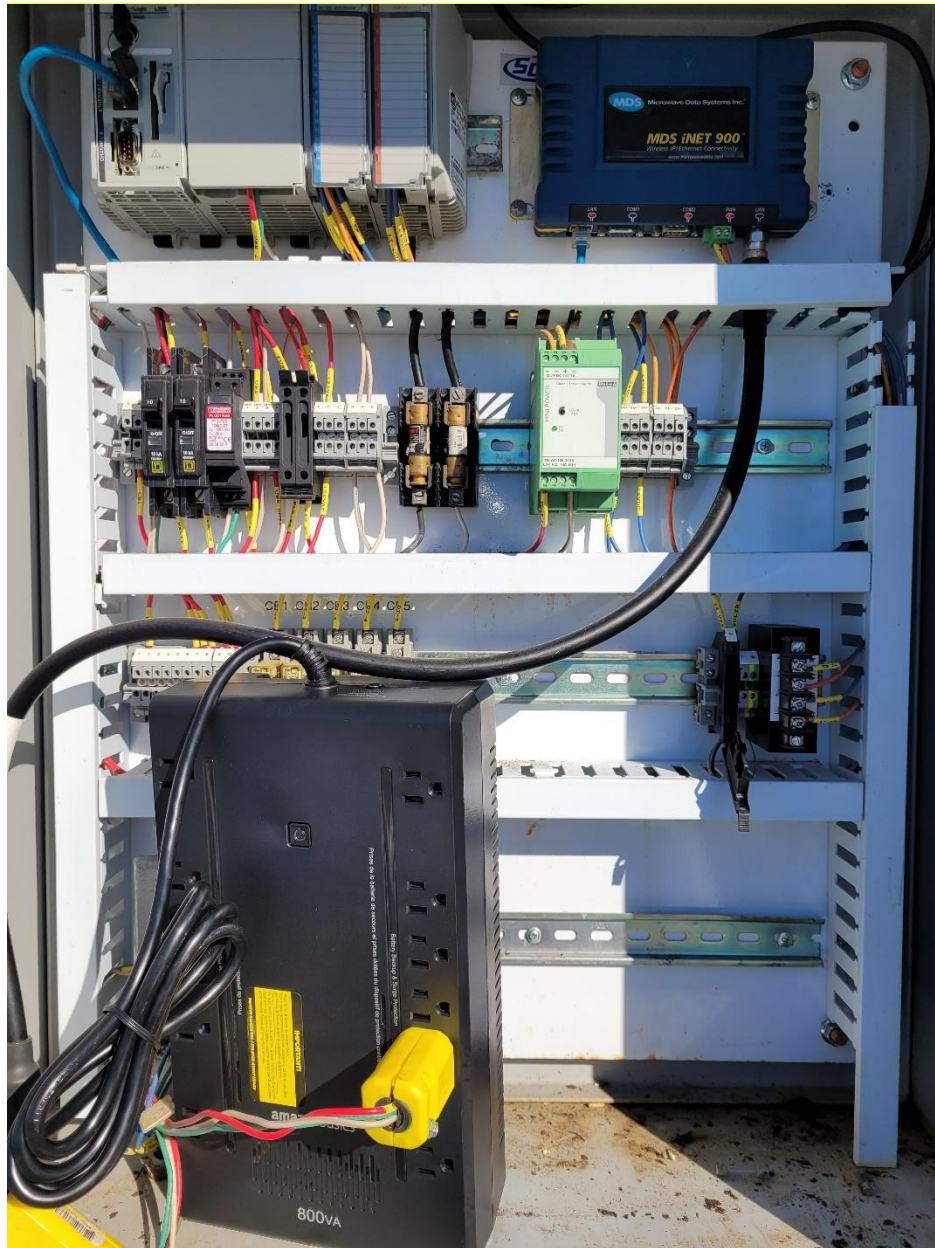


Figure 6: Typical DMS Point – Example 1



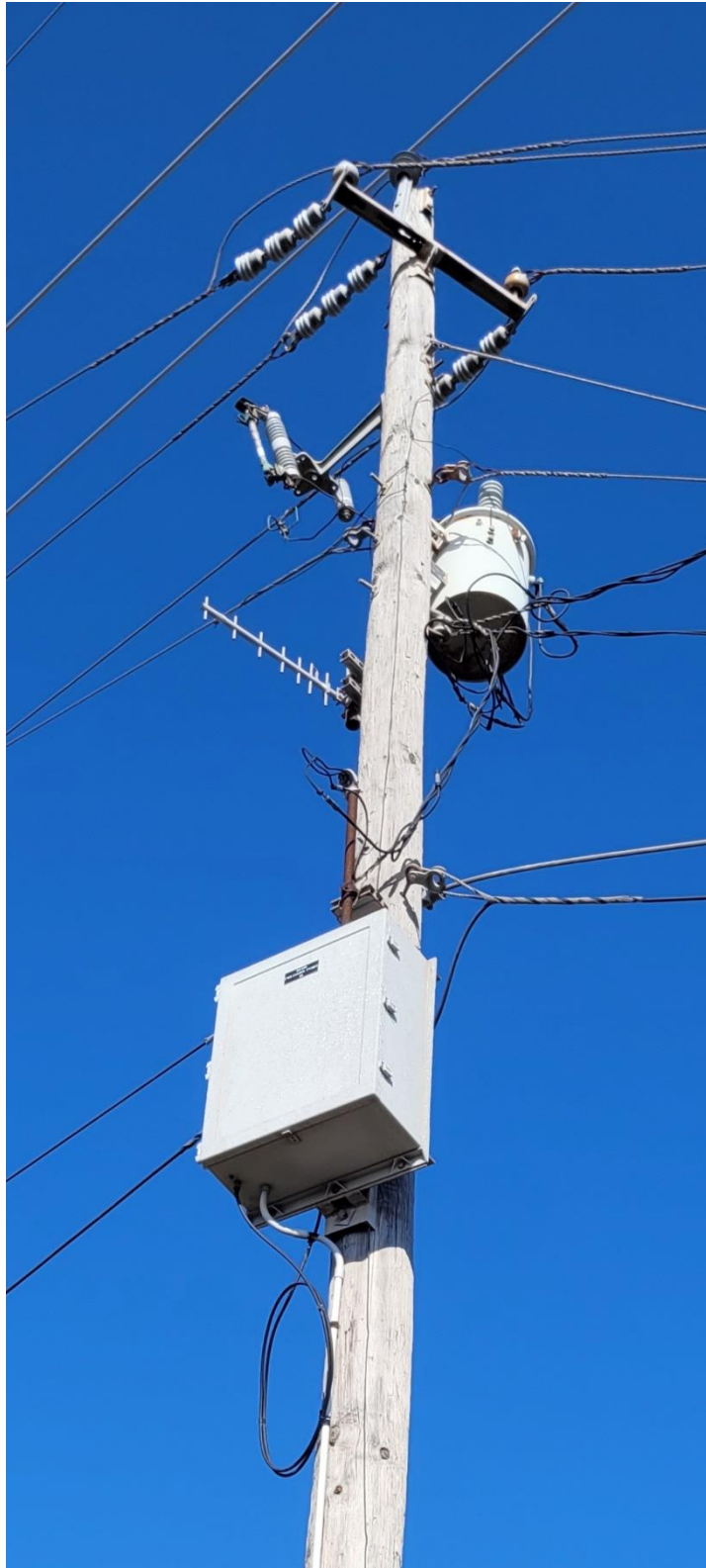
Figure 7: Typical DMS Point – Example 2



Figure 8: Typical DMS Point – Example 3



Figure 9: Typical SCADA RTU Pole Mount



Attachment B - Wireless SCADA Communications Pricing

Brownsville Public Utilities Board - BPUB

Please check formulas in all cells to ensure accuracy

Please return the completed pricing schedule with your RFP response		Supplier Pricing		
1 MASTER RADIO LOCATIONS (INCL. ACCESSORIES, ANTENNAS, FEED LINES, ETC.)		QTY	ITEM PRICE	EXTENDED PRICE
1.1	Tower Site Radios (note: Please price Monitored Hot Standby upgrade option in section "5 - Options" below if available)	3	\$ -	\$ -
1.2	Tower Site Radio Power Supply - Site has 120Volt 3000VA UPS to power equipment. Please provide pricing for any power supply or convertor required to operate radio from this UPS unit	3	\$ -	\$ -
1.3	Tower Site Radio: Accessories - Antenna system (antenna, mount, feed line (assume 250' per sector), grounding, connectors, surge suppressors, antenna entry port & boots	1	\$ -	\$ -
1.4	Installation of Antenna and Feed Line - Including Sweeps, Testing and As-Built Documentation	1	\$ -	\$ -
1.5	Installation and Configuration of Radio and Power Equipment Including All Testing, Commissioning and As-Built Documentation	1	\$ -	\$ -
1.6	Other - Provide details		\$ -	\$ -
Subtotal			Subtotal	\$ -
2 REMOTE RADIO KITS - SCADA Points (INCL. ACCESSORIES, ANTENNAS, FEED LINES, ETC.)		QTY	ITEM PRICE	EXTENDED PRICE
2.1	Remote Radios	55	\$ -	\$ -
2.2	Remote Radio Power Supply/Converter (if needed)	55	\$ -	\$ -
2.3	Remote Radio accessories - Antenna system (antenna, mount, grounding, connectors, surge suppressor)	55	\$ -	\$ -
2.4	Feed line to connect radio to antenna (Assume 50' per device)	55	\$ -	\$ -
2.5	Other - Provide details		\$ -	\$ -
Subtotal			Subtotal	\$ -
3 Additional Services		QTY	ITEM PRICE	EXTENDED PRICE
3.1	System Engineering and Design	1	\$ -	\$ -
3.2	Project Management	1	\$ -	\$ -
3.3	Field Acceptance Testing Onsite Labor	1	\$ -	\$ -
3.4	Training BPUB employees, 2 sessions held on different days to allow all to attend (install, configure, test, troubleshoot equipment)	1	\$ -	\$ -
3.5	Spectrum acquisition and licensing (if proposing a licensed system)	1	\$ -	\$ -
Subtotal			Subtotal	\$ -
4 RADIO NETWORK MANAGEMENT SYSTEM / OTHER SOFTWARE COSTS		QTY	ITEM PRICE	EXTENDED PRICE
4.1	Radio Management System, NMS and/or Software Costs	1	\$ -	\$ -
4.2	Recommend test instruments and maintenance equipment (Provide list of recommended instruments and equipment)	1	\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Subtotal			Subtotal	\$ -

Attachment B - Wireless SCADA Communications Pricing

Brownsville Public Utilities Board - BPUB

Please check formulas in all cells to ensure accuracy

Total SCADA Wireless Communications System Supplier Cost \$ -

5	OPTIONS	QTY	ITEM PRICE	EXTENDED PRICE
5.1	Backup Monitored Hot Standby (MHSB) Upgrade - Tower Site Radios (please price per radio)	3	\$ -	\$ -
5.3	Additional day of Training - BPUB employees (install, configure, test, troubleshoot equipment)	1	\$ -	\$ -
5.4	Onsite Support (3 days)	1	\$ -	\$ -
5.5	Extended Warranty (extend additional 3 Years for a total of 5 Years)	1	\$ -	\$ -
5.6	Extended Warranty (extend additional 5 Years for a total of 7 Years)	1	\$ -	\$ -
5.7	Recommended spare equipment (Provide detailed list)	1	\$ -	\$ -
			\$ -	\$ -

Attachment C – Responsibility Matrix - Master Site Installation

This spreadsheet provides a list of responsibilities for each of the major tasks. Please note any exceptions. The BPUB assumes that the selected supplier is in full compliance with all items except for those noted with exception.

DO NOT EDIT THESE COLUMNS				RESPOND IN THIS COLUMN
#	Description	Vendor Responsibility	BPUB Responsibility	Exceptions
1	Pre-Construction SCADA Yard Tower Site Work			
1.1	Coordinate with BPUB to schedule blocking roads on and off the premises for equipment delivery, trucks, crane, etc. as needed.	X	Support	
1.2	Coordinate work hours and site access with BPUB. Contractor will be given site access.	X	Support	
1.3	Provide work plan including tower safety and rescue.	X	Approve	
1.4	Conduct daily tailboard safety meetings. BPUB personnel will attend as appropriate.	X	Attend as required by BPUB Protocol	
2	Tower and Shelter Installation			
2.1	Install antenna mounts and antennas.	X		
2.3	Install feedline including connectors, support hangers and ground kits. Route feedline through building penetration using appropriate building entry port assembly and boots. Additional building entry ports are expected to be required (see photos in Scope of Work document)	X		
2.4	Complete all antenna system grounding (R56 compliant) to existing ground bars.	X		
3	Antenna & Feedline Equipment Installation			
3.1	Install antenna mounts and antennas on tower.	X		
3.2	Install feedline including connectors, support hangers and ground kits. Route feedline through building penetration using appropriate building entry port assembly and boots. Additional building entry ports are expected to be required (see photos in Scope of Work document)	X		
3.3	Sweep feedline and system antenna using Anritsu Site Master or approved equivalent test instruments. Sweep test results must be approved by BPUB or their agent prior to final acceptance.	X	Approve	
3.4	Complete all cable grounding as required by BPUB (R56 Specifications).	X		
3.5	Fabricate cabling (jumpers) and connect communications equipment	x		
4	Master Radio Installation			
4.1	Install master radios in existing shelter in BPUB supplied 19" server style rack cabinet.	X		
4.2	Install power supplies as appropriate. Connect to Cabinet mounted UPS	X		
4.4	Complete all cable and equipment grounding as required by BPUB (R56 Specifications).	X		
4.3	Configure, test and commission master radios and power supply equipment.	X		
4.5	Provide as-built closeout drawings and documents for master site. This shall include, but is not limited to, antenna sweep tests, antenna installation photos, grounding test results, master radio commissioning tests results, etc.	x	Approve	

Attachment D – AWW

BIDDER RESPONSE INSTRUCTIONS: This document contains a list of functional and technical specifications or requirements. Please respond by marking an "X" in the appropriate space below depending on whether proposed system is in compliance with the specification and whether each function is included in the base price. Provide a brief commentary describing how proposed system complies or does not comply. If proposed system is in partial compliance, please provide an explanation and, if appropriate, offer an alternative.

Responses to these Requirements are binding and take precedence over any and all bid and contracting documents. The Supplier will be in breach of contract if its response indicates compliance but in fact the solution does not comply during System Acceptance Testing. All requirements for which compliance or partial compliance are indicated must be included in the base bid. Supplier is responsible for providing compliance at Supplier's cost. Checking comply indicates Supplier's

		Supplier Response Fields					
#	Product Attributes	Comply	Partially Comply/ Exception	Do Not Comply	Included in Base Bid	Option with Additional Cost	Supplier Comments
Installation Experience							
1	Supplier shall have experience with manufacturing proposed radio telecommunications systems for not less than five (5) years.						
2	Field personnel supporting installations shall be factory trained and/or certified and shall have installed point to multipoint radio telecommunications systems for not less than five (5) years.						
Manufacturing Experience							
3	The manufacturer of the equipment shall have produced similar radios for not less than five (5) years. However, this does not exclude the manufacturer from bidding a new product.						
Service and System Life Expectancy							
4	Usable life of the radio system equipment purchased from Supplier shall be manufacturer supported for a minimum of fifteen (15) years from the date of the contract.						
5	Supplier shall make available spare parts for all equipment ordered under this contract for the life expectancy of the unit, starting from the date of Final System Acceptance.						
6	Supplier shall provide at least six (6) months advance notice of expected end-of-life and provide option for BPUB to purchase spares.						
7	Supplier shall provide updates to any software configuration tool for a minimum of fifteen (15) years so that BPUB can configure the system without maintaining obsolete hardware and software systems.						
Warranty							
8	All workmanship, materials and equipment shall be warranted by the Supplier for a period of two (2) years from Final System Acceptance date.						
9	Any materials or equipment that fail to provide satisfactory operation during the two (2) year warranty period shall be replaced at Supplier's expense. Repair of the defective material or equipment shall be permitted provided that the repaired item meets original specifications.						
10	Supplier shall provide hardware and firmware maintenance for a period of two (2) years.						
11	Supplier shall provide vulnerability patches for firmware for the full life expectancy of the system.						

		Supplier Response Fields					
#	Product Attributes	Comply	Partially Comply/ Exception	Do Not Comply	Included in Base Bid	Option with Additional Cost	Supplier Comments
12	Supplier shall provide optional pricing for warranty of all Supplier-provided hardware and firmware for a period of three (3) years. (See Attachment B: Pricing).						
13	Supplier shall provide optional pricing for warranty of all Supplier-provided hardware and firmware for a period of five (5) years. (See Attachment B: Pricing).						
Technical Support							
14	Supplier shall provide access to technical support both phone on a 24/7/365 basis and onsite technical support as needed.						
System Acceptance Testing Requirements							
15	Supplier shall provide an RF analysis for each of the proposed sites and sectors, showing nominal TX power, local losses, local antenna gains, path loss, remote antenna gain, remote losses and expected Received Signal Level (RSL) for each of end-point receivers and a reliability statement (expected modulation level and data rate) for each of the endpoints as they have implemented them. Final Acceptance shall consist of measuring the actual receiver RSL and comparing it with the predicted RSL. Actual receiver RSL shall be within +/-5dB of predicted coverage for point to multipoint systems.						
16	BPUB or their designated agent shall witness all field tests and adjustments on demand and shall approve all completed test results for masters and all associated remotes. Final acceptance shall not be granted until BPUB or their agent reviews and accepts all test results. In the event the System does not perform per the specifications and/or other submitted bid specifications, then BPUB will notify Supplier in writing what specifications are not being met and such shall be immediately remedied by Supplier prior to Final System Acceptance.						
Radio Management System Monitoring							
17	Supplier will provide on-premise software to facilitate the radio system monitoring, troubleshooting, and configuration remotely from the BPUB operations center.						
18	A radio network management system with graphical user interface is required that uses secure management protocols. The diagnostics and service utilities will be plainly defined in the proposal and will be supplied with any appropriate licensing agreements as part of the proposal.						
System Monitoring – External Alarm inputs and outputs							
19	System shall provide external major/minor alarm inputs for monitoring of external equipment such as power failure, cabinet door alarm, high/low temperature, etc. Suppliers shall indicate what alarm inputs are provided by their equipment that is						

		Supplier Response Fields					
#	Product Attributes	Comply	Partially Comply/ Exception	Do Not Comply	Included in Base Bid	Option with Additional Cost	Supplier Comments
20	Radio equipment that supports digital and analog Input/Output (I/O) is desirable. Please state type and quantity of (I/O) options supported by the proposed radio. <u>Example: 3 digital inputs, 3 digital outputs, 2 analog inputs; none, etc.</u>						
System Monitoring – Master Base Station - Monitored Hot Standby Operation							
21	As an option, BPUB requests that pricing be provided for all master base stations to have redundant Monitored Hot Standby capability that will automatically switch from a failed radio to a hot standby unit to restore service until maintenance personnel can be onsite. Suppliers shall describe the capabilities of their MHSB technique in detail, including the possible triggers, associated alarms, and routine exercise of the functionality.						
22	If equipped with MHSB, the system shall provide alarm output for Monitored Hot Standby (MHSB) master base stations to indicate when a partial or complete failure has occurred. Suppliers shall indicate what alarm outputs are provided by their equipment that is available for monitoring by third party alarm equipment, such as SCADA or other Telemetry system.						
Power Requirements							
23	Supplier will clearly indicate required power requirements in their bid submission. BPUB will provide the required power at each site for the equipment. Please assume all sites will be equipped with DC battery and bid accordingly. Endpoint power supply option may vary (12 VDC & 24 VDC are most common). A wide range power input is highly desired. At a minimum, remote radio equipment should operate on 12VDC and 24VDC. The master tower site base stations shall operate from 120VAC (UPS provided by BPUB). Please state minimum and maximum						
Antennas							
24	All antennas and mounting hardware shall be provided by the seller.						
Antenna Installation							
25	All antennas will be installed and commissioned by the sellers staff or their selected contractors as appropriate. Any antennas installed on utility poles that also support energized conductors, if any, shall be installed by BPUD staff or their approved contractor at BPUB expense.						
Feed Lines							
26	All feedline, connectors, ground kits, weather proofing and surge suppressors will be provided by the seller.						
Enclosures/Shelters							
27	Existing environmentally hardened cabinets and shelters are expected to be adequate for this project. Most end points will be housed in an environmentally hardened cabinet. Supplier shall state equipment space and environment requirements in RFP						

		Supplier Response Fields					
#	Product Attributes	Comply	Partially Comply/ Exception	Do Not Comply	Included in Base Bid	Option with Additional Cost	Supplier Comments
28	Master base stations will be installed in BPUB provided industry standard 19" 4 post server style equipment cabinet. Vendor shall state the number of RU required for their MHSB master base station implementation. Vendor shall state any additional or extraordinary requirements for MHSB base station mounting or installation.						
Installation – Antenna System Verification							
29	Seller shall provide antenna and transmission line performance verification using industry accepted instruments and best practices. Transmission line and antenna sweep tests will be performed by technicians or engineers certified by the test equipment manufacturer, or another recognized certification authority as approved by the owner. The results of these test will be made available to BPUB prior to final system acceptance and as part of closeout documentation.						
Installation – Radio Equipment							
30	Seller shall perform all radio equipment installation in accordance with the manufacturer's requirements and recommendations while following all applicable codes and industry best practices for all sites.						
General Requirements							
31	Supplier shall provide system design, including RF signal, modulation level, and approximate links throughput predictions						
32	Supplier shall provide a delivery and installation schedule that meets the BPUB installation schedule outlined in the RFP.						
Technical Radio and Tower Requirements							
34	Supplier shall suggest a minimum sparring level for individual components to allow BPUB to replace multiple failures from their spare inventory supply.						
35	Supplier shall provide a list of manufacturer-recommended test equipment (if any) in RFP response.						
Supplier Onsite Services							
36	Verification of installation to manufacturer's specifications and commissioning shall be provided by Supplier's engineers or authorized representatives for the master site(s) and all associated remotes.						

		Supplier Response Fields					
#	Product Attributes	Comply	Partially Comply/ Exception	Do Not Comply	Included in Base Bid	Option with Additional Cost	Supplier Comments
38	Vendor shall demonstrate that their equipment meets all technical and operational requirements for each of the master and remote site, including but not limited to, predicted RSL (+/- 5dB), expected modulation rate, bit error rate (BER), media access control and collision avoidance techniques, alarms, MHSB operation, etc.						
Training Requirements (for BPUB Staff)							
39	Supplier shall provide onsite training (2 sessions offered on separate days) to BPUB Field Technicians and network engineering staff to cover RF parameters and IT/networking parameters and administrative functions.						
40	Training shall be completed not more than six (6) weeks prior to first installation.						
41	Training shall include hands-on training opportunities for BPUB staff and cover all aspects of onsite maintenance and repair for RF components and radios.						
Installation & Commissioning Staffing Requirements:							
43	Vendor to provide C.O.I. to meet BPUB requirements as outlined in the terms and conditions.						
Radio Technical Requirements:							
44	Supplier shall propose a point to multipoint (PtMP) radio design and configuration for SCADA points in the BPUB service area. (See Attachment B: Pricing).						
45	Radios must support multiple channel widths, including 12.5kHz, 25kHz, and 50kHz.						
45.1	As an option, please state if radios will support 100kHz.						
46	The RF studies and subsequent conceptual design created by PSE was performed at a frequency of 900 MHz in order to allow unlicensed 900MHz spectrum, or possibly licensed spectrum in the 800MHz or 900MHz range. Bidders are encouraged to bid both licensed and unlicensed options. Licensed options shall include the cost to purchase or license the proposed spectrum.						
47	Radio must support serial and Ethernet interfaces						
48	Radio must support cyber security requirements outlined in the document "Process Control System Security Guidance for the Water Sector" published by the American Water Works Association. A copy of this document can be obtained from the AWWA website https://www.awwa.org/						
48	Radio must support ipSEC VPN						
49	Radio must support VLANs						
50	Radio must support QOS.						
51	Radio must support adaptive modulation						
52	Radio must support Dynamic Power Control						
53	Radio must provide secure encryption over the air						
54	Radio must allow unused ports (serial and Ethernet) to be National Microwave RFP						

		Supplier Response Fields					
#	Product Attributes	Comply	Partially Comply/ Exception	Do Not Comply	Included in Base Bid	Option with Additional Cost	Supplier Comments
55	Radio/router must support secure management protocols (i.e. SNMPv3, SSH, NETCONF over SSH).						
56	Please state your IP routing capabilities.						
57	Please describe your in-band and/or out-of-band management capabilities.						
Security Requirements:							
58	Any Supplier remote access must be approved by BPUB and use BPUB's approved VPN solution.						
59	Backdoors into the system may not be present. No hard coded passwords are permitted on any equipment.						
60	Logged on user sessions must be identifiable.						
61	Supplier must provide instructions on terminating logged on user sessions.						
62	Supplier must provide all listening ports and services.						
63	Supplier must have the ability to administratively disable unused physical ports.						
64	Supplier must provide security patches/firmware updates in a timely manner without charge.						
65	Supplier must provide a trusted patch/firmware download source.						
66	Supplier must digitally sign updates.						
67	Supplier must provide a verification method for downloads (i.e. MD5/SHA hash value).						
68	System must generate security logs and provide the ability to export to a centralized logging server via syslog.						
69	System must support role-based access (i.e. network admins may only make network related configuration changes).						
70	System must support external authentication methods (RADIUS, LDAP, etc.).						
71	Logs must be able to be stored locally and rotated out after X amount of time or X storage units (i.e. after the log reaches 10mb).						
72	A list of all default user accounts must be made available. All default accounts must either be disabled or have the password changed.						
73	SNMP community strings must be able to be changed.						
74	Local password policy must be configurable. At minimum:						
74.1	8 characters						
74.2	3 of 4 categories (upper lower number special)						
74.3	Max age of 15 months						
74.4	Lock out after a defined threshold of failed logins						
75	Configuration must have a backup method.						
76	Please describe your system upgrade process and downtime. Preferred to complete upgrade with downtime of 3 minutes or less.						
77	System must be able to handle an nmap/vulnerability scan without affecting the operation of the device.						

		Supplier Response Fields					
#	Product Attributes	Comply	Partially Comply/ Exception	Do Not Comply	Included in Base Bid	Option with Additional Cost	Supplier Comments
78	Suppliers must provide a security assessment (Supplier organizational assessment) which has been completed within the last 12 months. NIST CSF, ISO 27k, or other.						
79	Supplier must provide a list of all CVEs released for the device.						
80	Supplier must notify BPUB within 24 hours of any new CVEs rated 7.0 or higher and provide a recommended action plan to mitigate the new vulnerability.						
81	Supplier must notify BPUB by telephone or email whenever a security incident occurs (contractor knows or reasonably believes that company information has been disclosed), noting date and time of the occurrence and measures being taken to address and remedy the occurrence.						
82	Within one business day of notification to BPUB of security incident, Supplier must provide mitigation plan.						
83	Supplier shall not access nor permit its employees, agents, and contractors access to BPUB Energy's systems, networks, or data without prior written consent from BPUB.						
84	Action plan for the resolution of CVEs rated 7.0 or higher must include timeframe in which Supplier will contact the customer.						
85	Supplier must define how sensitive data will be transmitted between BPUB and the Supplier (between the Supplier and BPUB during the project).						
86	NDA will be required to be fully executed between Supplier and BPUB.						
Material List & Drawings							
87	Supplier shall supply representative drawings, block connectivity diagrams in native electronic file format (network configuration drawings in Visio, and all others in AutoCAD .DWG; all files provided shall be the property of BPUB, and have no restrictions on editing or reproduction of the equipment supplied, including:						
87.1	• Typical System block diagrams						
87.2	• Network diagrams depicting all master and remote radios						
87.3	• Current instruction/service manuals (PDF format)						
Country of Origin							
88	Please define the country of origin for Supplier's proposed products.						

Exhibit 1 -Telemetry GPS Locations

Latitude	Longitude	Antenna Height	Support Structure	SCADA Telemetry Point	Aproximate Street Address
25.91449857	-97.5211351	15 ft	Rigid Metal Pole	Water Plant 2 Raw Water	94 POWER PLANT DR
25.91449857	-97.5211351	15 ft	Rigid Metal Pole	River Pumps	94 POWER PLANT DR
25.89927787	-97.48946416	10 ft	Rigid Metal Pole	Elevated Storage Tank # 5 (UTB)	1890 RIDGELY RD
25.9799951	-97.50559374	25 ft	Rigid Metal Pole	Elevated Storage Tank # 6	775 E ALTON GLOOR BLVD
25.96622225	-97.45004937	140 ft	Top of Tank	Elevated Storage Tank # 7	4270 MARTINAL RD
25.90944	-97.462767	140 ft	Top of Tank	Elevated Storage Tank # 8	3549 E. 30th
25.95153314	-97.40996718	15 ft	Elect. Distribution Pole	Pressure Point 1	Brownsville Navigation District
25.89909008	-97.4370575	12 ft	Elect. Distribution Pole	Pressure Point 2	Norton Dr. & Morningside
25.9170208	-97.40733862	12 ft	Elect. Distribution Pole	Pressure Point 3	FM Rd. 511 & Boca Chica Blvd.
25.92562812	-97.43715405	12 ft	Elect. Distribution Pole	Pressure Point 4	804 N. Iowa Ave. & Acapulco Ave.
25.89195274	-97.44319439	12 ft	Elect. Distribution Pole	Pressure Point 5	Southmost & Camelia
25.93860546	-97.43116736	12 ft	Elect. Distribution Pole	Pressure Point 6	Coffeeport & Minnesota
25.97060369	-97.43358135	12 ft	Elect. Distribution Pole	Pressure Point 7	FM Rd. 511 & Rio Del Sol
25.9451563	-97.47044563	12 ft	Elect. Distribution Pole	Pressure Point 8	Old. Port Isabel & Dana
25.98269843	-97.48417854	12 ft	Elect. Distribution Pole	Pressure Point 9	Paredes Line Rd. & Alton Gloor
25.86604912	-97.42438674	12 ft	Elect. Distribution Pole	Pressure Point 10	South Dakota Ave. & Southmost Rd.
25.94832064	-97.45568275	12 ft	Elect. Distribution Pole	Pressure Point 11	Ruben Torres Blvd. & Robindale St.
25.94940113	-97.50497103	12 ft	Elect. Distribution Pole	Pressure Point 12	Ruben Torres Blvd & Expressway 77
25.95141255	-97.54131496	18 ft	Elect. Distribution Pole	Pressure Point 13	Alton Gloor & El Toro Dr.
26.01373012	-97.4814105	8 ft	Elect. Distribution Pole	Pressure Point 14	Paredes Line & FM 511
26.02287027	-97.51230955	10 ft	Elect. Distribution Pole	Pressure Point 15	Old Alice Rd. & FM 511
25.96252054	-97.57301331	20 ft	Elect. Distribution Pole	Pressure Point 16	Veterans High School & US HWY 281
25.92869157	-97.44615185	10 ft	PVC Pipe	Lift Station 3	1000 N CENTRAL AVE
25.90936455	-97.43917835	10 ft	Rigid Metal Pole	Lift Station 6	1991 Les Mauldin Dr
25.89981762	-97.45679351	8 ft	Rigid Metal Pole	Lift Station 8	2702 La Villita St
25.91182152	-97.47413134	8 ft	Rigid Metal Pole	Lift Station 9	1797 Coolidge St
25.89363275	-97.48268584	10 ft	Rigid Metal Pole	Lift Station 15	2217 W University Blvd
25.92543916	-97.48669564	15 ft	PVC Pipe	Lift Station 41	2341 E LOS EBANOS BLVD
25.94247567	-97.52899779	18 ft	PVC Pipe	Lift Station 55	2239 AVY LN
25.9488688	-97.45997397	10 ft	Rigid Metal Pole	Lift Station 63	3657 RUBEN M TORRES BLVD
25.95088161	-97.50678918	10 ft	PVC Pipe	Lift Station 64	3443 OLD HIGHWAY 77
25.95143735	-97.48792949	15 ft	PVC Pipe	Lift Station 65	1977 Rubin M. Torres Sr. Blvd.
25.96716853	-97.51374679	18 ft	PVC Pipe	Lift Station 93	4275 OLD HIGHWAY 77
25.88797667	-97.42452848	10 ft	Rigid Metal Pole	Lift Station 106	6341 DOCKBERRY RD
25.97030353	-97.48501434	18 ft	PVC Pipe	Lift Station 111	4400 PAREDES LINE RD
26.00987618	-97.52603689	10 ft	Rigid Metal Pole	Lift Station 142	338 ARROYO BLVD
26.00698603	-97.5165727	15 ft	Rigid Metal Pole	Lift Station 159	1100 SPORTS PARK BLVD
26.046652	-97.552648	13 ft	Rigid Metal Pole	VMUD Vault	1000 Hidalgo Ave.
26.065168	-97.481936	15 ft	Top of Building	Los Fresons Vault	S Nogal St., Los Fresons, Tx

Electrical DMS SCADA Points

25.934449	-97.482739		27 ft	Elect. Distribution Pole	Recloser_1	
25.929221	-97.486351		27 ft	Elect. Distribution Pole	Recloser_2	
25.93064	-97.484724		27 ft	Elect. Distribution Pole	Capacitor_1	
25.931528	-97.483771		31 ft	Elect. Distribution Pole	Recloser_3	
25.92914	-97.488453		31 ft	Elect. Distribution Pole	Recloser_4	
25.933213	-97.488622		27 ft	Elect. Distribution Pole	Capacitor_2	
25.93009	-97.488889		31 ft	Elect. Distribution Pole	Recloser_5	
25.926205	-97.489224		31 ft	Elect. Distribution Pole	Capacitor_3	
25.922126	-97.489566		31 ft	Elect. Distribution Pole	Recloser_6	
25.920068	-97.489754		41 ft	Elect. Distribution Pole	Capacitor_4	
25.913172	-97.493288		31 ft	Elect. Distribution Pole	Recloser_7	
25.919265	-97.491868		31 ft	Elect. Distribution Pole	Capacitor_5	