



**LEGAL NOTICE
AND
REQUEST FOR PROPOSALS
P063-24**

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

The Brownsville Public Utilities Board (BPUB) will accept sealed proposals for Customer Service and Leadership Training for Customer Service Staff, **until 5:00 PM, August 21, 2024** in the Brownsville PUB Purchasing Office, 1155 FM 511, Olmito, Texas. **Any responses received after this time shall not be considered and will not be opened.**

Proposals will be publicly acknowledged on August 22, 2024 at 10:00 AM. Vendors can call in at 10:00 AM, August 22, 2024 to (956) 214-6020 to listen to the proposal opening.

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

Please send one (1) original and one (1) copy of the proposal and identify each as an original or copy accordingly, **mark on the outside of the envelope and on any carrier's envelope: "SEALED PROPOSAL FOR CUSTOMER SERVICE AND LEADERSHIP TRAINING FOR CUSTOMER SERVICE STAFF, P063-24, AUGUST 21, 2024, 5:00 PM"** and send to the attention of 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 proposals to the Brownsville Public Utilities Board, Purchasing Office by the given deadline above. **No proposal will be accepted via facsimile or electronic transmission.**

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

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof. All timely proposals become the property of the BPUB upon receipt and shall not be returned. Any information deemed to be confidential by respondent should be clearly noted on the page(s) where the confidential information is contained. BPUB, however, cannot guarantee that it will not be compelled to disclose all or part of any public record under the

Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas law, or pursuant to a Court Order.

Diane Solitaire

Brownsville PUB Purchasing

(956) 983-6366

Please submit this page upon receipt

ACKNOWLEDGEMENT FORM

P063-24

Customer Service and Leadership Training for Customer Service Staff

For any clarifications, please contact Diane Solitaire at the Brownsville PUB, Purchasing Department at (956) 983-6366 or e-mail: dsolitaire@brownsville-pub.com.

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

Check one:

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

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

Email: _____

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

Carrier: _____ Account: _____

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

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

Date _____

Company: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Fax: _____

Email: _____

REQUEST FOR PROPOSALS P063-24

PURPOSE: Brownsville Public Utilities Board (“BPUB”, “The Utility”) is soliciting competitive sealed proposals for the purpose of providing customer service and leadership training services for customer service staff.

GENERAL BACKGROUND: The City, 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 BPUB 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, an Assistant General Manager & COO, a Chief Financial Officer, a Chief Administrative Officer and a Chief Legal Officer responsible for specific divisions. The BPUB employs approximately 600 employees. The Board’s fiscal year is the 12-month period ended September 30th of each year.

PROPOSAL INFORMATION: All proposal envelopes shall contain one (1) original signed and one (1) copy. The original proposals shall be opened and the Firm’s name read aloud at 1155 FM 511, Olmito, TX, 78575. All proposals will be managed by BPUB in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals confidential during any negotiations. All proposals will be open for public inspection as stated in the Texas 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.

Detailed specifications may be obtained at BPUB website: https://www.brownsville-pub.com/rfp_status/open/ or direct any questions to Diane Solitaire, Purchasing; email: dsolitaire@brownsville-pub.com, phone: (956) 983-6366.

Firms 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 offer, 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 managerial, financial, or other abilities prior to the award of the contract.

The BPUB will follow the Texas Local Government Code procurement procedures found in: 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-rated Firm(s) at BPUB's discretion. The BPUB expects that no more than one meeting will be held. After the meeting, five (5) working days will be allowed for the Firm(s) 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.

SCOPE OF SERVICES

1. Goal

This customized professional training program will provide development of customer service and leadership skills in alignment with the strategic direction of company goals, mission, vision, and core values.

2. Audience

The audience for this training program is BPUB's Customer and Support Services Division, which includes an average of 47 employees (7 managers and supervisors, and 40 general staff) from the following departments: Billing, Call Center, Cashiers, Collections, and Customer Service.

3. Training content

Training content should address the topics listed in the "cost sheet", which were selected based on the input from the division director and managers.

4. Evaluation

Proposals should, to the extent possible, include implementation of the reaction, learning, behavior, and results levels of training program evaluation.

5. Core values

BPUB's culture is values-driven. It is important that the Firm integrate the following BPUB core values in the course content: Customer Service and Community Partnership, Employee Satisfaction and Collaboration, Environmental Stewardship, Innovation and Continuous Improvement, Open Communication, and Safety.

6. Number of training hours

BPUB is seeking a 32-hour training program that will be presented in thirteen parts lasting two and a half hours each. An additional 8-hour training program will also need to be presented to supervisors and managers only. These programs will be delivered over a three-month period, with four parts delivered each month. Due to staffing and service levels, most training will need to take place in the second and third week of each month (For example, Part 1 and Part 2 will be presented in the week of August 12. Part 3 and Part 4 will be presented in the week of August 19. Part 5 and Part 6 will be presented in the week of September 9, and so forth.)

7. Target training dates

The training program will be delivered on two consecutive business days per week every second and third week of each month from September until January 2025. Multiple sessions will be required per month.

Example of monthly schedule:

| Date | Course | Class Times | No. of Participants |
|----------------------|---------------|--------------------|----------------------------|
| Tuesday, August 13 | Part 1 | 8:00 am - 1030 am | 17 |
| | | 10:45 am - 2:15 pm | 15 |
| | | 2:30 pm - 5:00 pm | 15 |
| Wednesday, August 14 | Part 2 | 8:00 am - 1030 am | 17 |
| | | 10:45 am - 2:15 pm | 15 |
| | | 2:30 pm - 5:00 pm | 15 |
| Tuesday, August 20 | Part 3 | 8:00 am - 1030 am | 17 |
| | | 10:45 am - 2:15 pm | 15 |
| | | 2:30 pm - 5:00 pm | 15 |
| Wednesday, August 21 | Part 4 | 8:00 am - 1030 am | 17 |
| | | 10:45 am - 2:15 pm | 15 |
| | | 2:30 pm - 5:00 pm | 15 |

The final training schedule will be coordinated between the BPUB Training and Organizational Development Department and the selected Firm.

8. Deliverables

For each training session, the selected Firm will provide the following: hardcopies for each participant of agendas, handouts, and participant manuals; Microsoft PowerPoint presentations; and all necessary materials to provide the services. At the end of the full program, the Firm will provide hardcopy certificates of completion for each eligible participant.

9. Training location

All training workshops will be delivered in person in Brownsville, Texas.

MINIMUM SUBMISSION REQUIREMENTS

1. Project approach. The proposer shall describe the actions to be taken by the proposer and the data and resources required. Proposers are encouraged to provide any and all options that would be beneficial to BPUB. These options, if submitted, must be in addition to the requested responses and indicated as Option 1, Option 2, etc. in the pricing matrix.
2. Project Schedule and Completion Date. The proposer shall propose a detailed schedule of the projected training. Dates shall be approximate and are for planning purposes only. Exact dates will be defined after project award and will be binding.
3. References. Provide three references, including names and current email and telephone numbers where projects SIMILAR to that described herein have been completed.
4. Cost Factor Sheet.
5. Experience. Describe the number of years the company has been involved with similar trainings and describe the experience and training of key personnel. Proposers **SHALL SUBMIT WITH THEIR PROPOSAL** information identifying any type of equipment that is to be used to provide the service that is being requested. Failure to submit this information shall be grounds for disqualification.

RFP COMPLIANCE: It is the responsibility of each Proposer to examine carefully this RFP and to judge for itself all of the circumstances and conditions which may affect its proposal. Any data furnished by the BPUB is for informational purposes only and is not warranted. Proposer's use of any such information shall be at Proposer's own risk. Failure on the part of any Proposer to examine, inspect, and be completely knowledgeable of the terms and conditions of the Agreement, operational conditions, or any other relevant documents or information, will not relieve the selected Proposer from fully complying with this RFP. Modifications received after the proposal deadline will not be considered.

Special Instructions

Contract Information

Interpretation

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

Diane Solitaire, Purchasing
(956) 983-6366

Tentative Timeline

| | |
|-------------------------------------|------------------------------------|
| August 5, 2024 – August 21, 2024 | Firms review proposal information |
| August 13, 2024 | Deadline for questions |
| August 21, 2024 | Firms submit proposal by 5:00 PM |
| August 22, 2024 | Proposals acknowledged at 10:00 AM |
| August – 22 through August 30, 2024 | Proposal Evaluation |
| September 9, 2024 | Send to BPUB Board for Approval |

Proposal Submission

Diane Solitaire, Purchasing
1155 FM 511
Olmito, Texas 78575

Proposal #P063-24 Customer Service and Leadership Training for Customer Service Staff
Due: August 21, 2024 at 5:00 PM

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

Pricing

Propose unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern. Price shall remain in effect until completion of project.

All fields (UNIT PRICE & TOTAL PRICE) in the specification pages must be filled.

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

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.

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 ACH (Direct Deposit) Services

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

Tax Identification (TIN)

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

Taxes

The BPUB is exempt from Federal Excise Tax, State 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.

Contract and Purchase Order

The services shall be performed in Brownsville, Texas or virtual classroom. A services contract for the services will be placed into effect by means of a purchase order issued by BPUB after evaluation and final approval by the Brownsville PUB.

The initial term of this contract will be for two (2) years from the date of award. Brownsville PUB may, unilaterally, extend the contract with the option to renew for two (2) additional one (1) year periods if price and services are satisfactory and agreed upon in writing by both parties.

Brownsville Public Utilities Board 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 vendor/contractor) and if proposer/vendor 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 vendor/contractor, for delay or non-performance by the vendor/contractor; or if it is deemed in the best interest of the BPUB for BPUB's convenience.
6. The right to increase or decrease services. In proposal, stipulate whether an increase or decrease in services will affect proposal price.

Corrections

BPUB believes that the data contained in these specifications is sufficient for preparation of a proposal. The information is believed to be accurate and is based upon the latest available information, but it is not to be considered in any way as a warranty. Requests for additional information should be directed in writing to Diane Solitaire, Purchasing, 1155 FM 511, Olmito, TX 78575; or email to: dsolitaire@brownsville-pub.com by 5:00PM, August 13, 2024, include an email address and specifically reference the section of the proposal in question.

Any interpretation, correction, or change to the RFP will be made by ADDENDUM. Changes or corrections will be issued by the Brownsville PUB Purchasing Department. **Addenda will be emailed to all who have returned the Proposal Acknowledgement Form.** Addenda will be issued as expeditiously as possible. It is the responsibility of the firms to determine whether all addenda have been received. It will be the responsibility of all respondents to contact the Brownsville PUB prior to submitting a response to the RFP to ascertain if any addenda have been issued, and to obtain any and all addenda, execute them, and return addenda with the response to the RFP. Addenda may also be posted on BPUB's webpage.

Unauthorized Communication

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. Any oral communications are considered unofficial and non-binding with regard to this RFP.

Minimum Qualifications

The following minimum qualifications have been established as a basis for determining the eligibility of a Proposer. A proposal will be considered non-responsive unless sufficient documentation is provided in the proposal to determine that the Proposer, meets the following requirements.

Proposer Minimum Qualifications

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

- 1) The Firm's instructional designers must each have 10 years of experience in designing and developing customer service and leadership training programs.
- 2) The Firm's facilitator(s) for this project must each have 10 years of experience in delivering/presenting instructor-led training programs to all levels of employees (entry level to senior management).
- 3) Provide on-site training and/or virtual training.
- 4) Provide a listing of at least three (3) previous clients, preferably large public entities, specifying the scope and dates of services, and contact information, including names, addresses and telephone numbers.
- 5) Evidence of professional liability (E&O) policy with a minimum limit of \$1,000,000.
- 6) Certified statement that the agency is not debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency. This form must be submitted with the RFP to be considered (page 35).

Responsibility of Proposer: Proposed Services

The BPUB anticipates contracting with a Firm to provide customer service and leadership training services for approximately 50 employees.

1. Firm agrees to assign professional staff to conduct training.
2. Firm agrees to provide all preparation, delivery, implementation of course texts, materials, and supplies.
3. Firm will provide maximum or minimum number of students per class.

Responsibility of the BPUB

1. Provide point of contact to the Proposer during the project.
2. Provide audio and visual equipment access if necessary.
3. If required, for on-site support/maintenance, provide adequate work space.
4. There will be approximately 50 students attending the courses.

Proposed Costs

Costs of Preparation

All costs associated with preparing and delivering a proposal to this RFP shall be borne entirely by the Proposer. The BPUB will not compensate the Proposer for any expenses incurred by the Proposer as a result of this RFP process.

Criteria Used in Evaluating Proposals

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, BPUB 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. This proposal will be evaluated by a review panel on the basis of the criteria listed below. The maximum points of each criterion are also listed below. Only these criteria will be considered on the award determination. Total possible points equal 100.

The BPUB will select the most responsibly qualified and responsive Firm whose proposal is most advantageous to the BPUB with price and other factors considered.

Selection Criteria

Points

1. Training content.

30

The Firm's proposal must address and provide information regarding the goal, training content, books, and core values mentioned in the scope of services. The Firm will provide additional sheets of paper with required information, if necessary.

2. Evidence of level of understanding of the scope of work methodology to carry out project successfully, and timeline of the project.

25

3. Experience of Key Personnel

BPUB will consider the experience of the Firm's instructional designers and facilitators assigned to carry out this project.

20

4. Overall Cost

BPUB will consider the Firm's total cost to deliver the training program.

25

POSSIBLE MAXIMUM POINTS

100

THE BPUB RESERVES THE RIGHT TO REJECT ANY/OR ALL PROPOSALS AND TO MAKE AWARDS AS THEY MAY APPEAR TO BE ADVANTAGEOUS TO THE BPUB.

THE PROPOSAL MAY BE AWARDED IN ITS ENTIRETY OR IN ANY COMBINATION THEREOF.

Outline Format for Response

Each section of the proposal must be tabbed in accordance with the following outline. Insert outline format for proposal paragraph immediately prior to the response to each section. Sequentially number all pages within each tab. Proposer shall submit the following information:

TAB 1 – Proposer Information

- A. Proposer’s Legal Name
- B. State of Incorporation
- C. Phone Number
- D. Principal Office Address
- E. Internet URL
- F. Ownership: individual, partnership, corporation or other
- G. Email Address
- H. Project Specialist
 - 1) Name
 - 2) Title
 - 3) Phone Number
 - 4) Email address
 - 5) Dates of employment with Proposer

TAB 2: Experience of Proposer

- A. Provide the number of years the Proposer has been in continuous business providing similar services as described in this RFP.
- B. Include, at a minimum, the following information for each company for which Proposer had contract(s) to provide similar product(s) and services to substantiate the years of experience:
 - a. Name of company
 - b. Address of the company
 - c. Contact person for the company
 - d. Contact person’s phone number/email address
 - e. Date(s) and length of time of implementation
 - f. Description of the size and complexity of the project, including any out-of-the ordinary challenges or customization
- C. Provide any relevant additional description of the Proposer’s experience with the proposed project.

TAB 3: Experience of Project Specialist and Staff

A. Project Specialist Background Information (if different from above)

- a. Name
- b. Title
- c. Phone Number
- d. Email address
- e. Dates of employment with Proposer

B. Provide the number of projects that the Proposer's Project Specialist has successfully completed.

C. Include, at a minimum, the following information for each company for which the Project Specialist completed a similar project, to substantiate the years of experience (if same as above just provide the new information)

- a. Name of company
- b. Address of the company
- c. Contact person for the company
- d. Contact person's phone number/email address
- e. Date(s) and length of time of project
- f. Description of the size and complexity of the project
- g. Description of the tasks performed by Project Specialist for the project

TAB 4: Project Approach and Schedule

Provide a detailed approach and schedule to complete this project, addressing at a minimum the items below:

A. Describe the execution of the following processes:

- a. How the Proposer will comply with all responsibilities listed in Section entitled Responsibility of Proposer.
- b. Provide the expected number of Proposer's representatives and resource involvement, both on-site and off-site, that will be involved in the execution of the services.
- c. Provide an explanation of the expected BPUB staff and resource involvement for the execution of the services.

TAB 5: Cost

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein.

Any omissions in this proposal shall be identified by each Proposer and incorporated into their proposal including any omissions for software, hardware, support, etc. which is necessary to the success of the project, and must be identified as a separate line item with pricing and included as part of the proposal. The BPUB will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The BPUB reserves the right to purchase part of the proposal or the entire proposal.

The BPUB will not consider change orders or amendments unless it is deemed a change in the original scope of the project. All items not itemized in the pricing below which are instrumental to completing the project will be supplied by the Proposer at no additional charge to the BPUB. All prices quoted shall be firm and fixed for the specified contract period.

**COST SHEET
P063-24**

Having read and examined the requirements and specifications for the above, the undersigned Firm 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:

| | TOPIC/DESCRIPTION | ATTENDEES | ESTIMATED HOURS TO COMPLETE | RATE (ON-SITE) | RATE (VIRTUAL) | TOTAL COST |
|----|--|------------------|------------------------------------|-----------------------|-----------------------|-------------------|
| 1 | Dealing with Difficult People | 50 | | | | |
| 2 | Business Writing | 50 | | | | |
| 3 | Effective Listening | 50 | | | | |
| 4 | Communicating with Customers | 50 | | | | |
| 5 | Creating a Customer-Centric Culture | 50 | | | | |
| 6 | Telephone Communication | 50 | | | | |
| 7 | Quality Customer Service | 50 | | | | |
| 8 | Removing Service Obstacles | 50 | | | | |
| 9 | Resolving Customer Problems and Complaints | 50 | | | | |
| 10 | Conflict Resolution | 50 | | | | |
| 11 | Effective Presentations | 50 | | | | |
| 12 | Time Management | 50 | | | | |
| 13 | Red Flag Rules | 50 | | | | |
| 14 | Addressing Performance Problems (Supervisors and Managers) | 8 | | | | |
| 15 | Coaching and Mentoring (Supervisors and Managers) | 8 | | | | |
| 16 | Delegating Work (Supervisors and Managers) | 8 | | | | |

| | TOPIC/DESCRIPTION | ATTENDEES | ESTIMATED HOURS TO COMPLETE | RATE (ON-SITE) | RATE (VIRTUAL) | TOTAL COST |
|----|---|-----------|-----------------------------|----------------|----------------|------------|
| 17 | Employee Engagement (Supervisors and Managers) | 8 | | | | |
| 18 | Giving & Receiving Feedback (Supervisors and Managers) | 8 | | | | |
| 19 | Performance Appraisal and Individual Development Plans (Supervisors and Managers) | 8 | | | | |
| | TOTAL | | | | | |

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

PROPOSERS SHALL ATTEST TO THE FACT THAT THEY HAVE READ AND ARE IN COMPLIANCE WITH ALL THE REQUIREMENTS AS STATED IN PROPOSAL BY AFFIXING THEIR ORIGINAL SIGNATURE AND ENTERING OTHER INFORMATION REQUIRED.

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

Company Name _____ Address, City, State, Zip Code

Phone Number _____ Fax Number

Email Address

******SAMPLE******
SERVICES CONTRACT

This Services Contract (“**Contract**”), dated as of _____, 20__ (the “**Effective Date**”), is entered into by and between the PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS (“**Brownsville PUB**”) and [ENTER VENDOR’S NAME], a [ENTER VENDOR’S STATE & TYPE OF COMPANY, i.e., Texas, Limited Liability Company, Corporation, etc.], with offices located at [ENTER VENDOR’S STREET ADDRESS INCLUDING CITY/STATE/ZIP CODE] (“**Service Provider**” and together with Brownsville PUB, the “**Parties**,” and each a “**Party**”).

WHEREAS, Service Provider has the capability and capacity to provide [ENTER PROJECT NAME/SERVICES TO BE PROVIDED] as described herein.

WHEREAS, Brownsville PUB desires to engage Service Provider to provide the said services under the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services.

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

1. Scope of Services.

Service Provider agrees to perform the services (the “**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 services to be performed under the terms and conditions of this Contract and described under any additional written Work Orders, pursuant to Paragraph 13 “Changes.” Nothing in this Contract shall be construed to prevent Brownsville PUB from performing for itself or from acquiring from other providers services that are similar to or identical to the Services.

2. Compensation.

Brownsville PUB will pay Service Provider for the Services as outlined in Exhibit “B” Compensation, not to exceed compensation of [ENTER WRITTEN AMOUNT FOLLOWED BY FIGURES, i.e., One Thousand and 00/100 Dollars (\$1,000.00)].

3. Method of Payment.

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

B. Brownsville PUB will reimburse Service Provider for all reasonable expenses incurred in accordance with Exhibit A, if such expenses have been pre-approved, in writing by Brownsville PUB, within 30 days of receipt by Brownsville PUB of an invoice from Service Provider accompanied by receipts and supporting documentation reasonably acceptable to Brownsville PUB. All Service Provider expenses not pre-approved by Brownsville PUB or not otherwise meeting the requirements of this Contract or Exhibit A shall be the sole responsibility of Service Provider.

C. The fees set forth in this Contract shall cover and include all sales and use taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority on amounts payable by Brownsville PUB under this Contract, and in no event shall Brownsville PUB be required to pay any additional amount to Service Provider in connection with such taxes, duties, and charges, or any taxes imposed on, or regarding, Service Provider's income, revenues, gross receipts, personnel, or real or personal property or other assets.

D. Service Provider shall keep accurate records, including time sheets and travel vouchers of all time and expenses allocated to performance of the Services. All such records shall be kept in the offices of Service Provider for a period of not less than five (5) years and shall be made available to Brownsville PUB for inspection or copying upon reasonable request during regular business hours at Service Provider's offices.

4. Service Provider's Standard of Care

Service Provider shall perform the Services (A) in accordance with the terms and subject to the conditions set forth in this Contract; (B) using personnel of required skill, experience, and qualifications; (C) in a timely, workmanlike, and professional manner; (D) with the same degree of care, skill, and diligence as is ordinarily provided by a professional services Service Provider providing similar services and similar circumstances for a project of which this Contract applies; (E) and shall give professional consultations and advice to Brownsville PUB during the performance of the Services; (F) in compliance with all applicable laws and regulations; and (G) to the reasonable satisfaction of Brownsville PUB.

5. Ownership of Documents

A. Service Provider assigns to Brownsville PUB, Service Provider's entire right, title, and interest in any document, data, studies, surveys, drawings, specifications, field notes, maps, model, photographs, reports, invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Service Provider while working for or on behalf of Brownsville PUB, which relate to, is suggested by, or results from Service Provider's provisions of the Services or this Contract and depends on either:

- i. Service Provider's knowledge of Confidential Information (as defined in Section 6) it obtains from Brownsville PUB; or

ii. The use of Brownsville PUB's equipment supplies, facilities, information, or materials.

B. Service Provider shall disclose any such item described in subsection A of this Section 5 to Brownsville PUB. Service Provider shall, upon request of Brownsville PUB, promptly execute a specific assignment of title to Brownsville PUB and do anything else reasonably necessary to enable Brownsville PUB to secure for itself, patent, trade secret, or any other proprietary rights in the United States or other countries. It shall be conclusively presumed that any patent applications related to this Contract, related to trade secrets of Brownsville PUB, or which relate to tasks assigned to Service Provider by Brownsville PUB, which Service Provider may file within one year after termination of this Contract, shall belong to Brownsville PUB, and Service Provider hereby assigns same to Brownsville PUB, as having been conceived or reduced to practice during the term of this Contract.

C. All writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by Service Provider in the course of performing services for Brownsville PUB, together with any associated copyrights, are works made for hire and the exclusive property of Brownsville PUB. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Contract shall constitute an irrevocable assignment by Service Provider to Brownsville PUB of the ownership of any and all rights of copyright in, such items, and Brownsville PUB shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. Service Provider shall give Brownsville PUB or its designees all assistance reasonably required to perfect such rights.

D. If for any reason, including incapacity, Brownsville PUB is unable to secure Service Provider's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Section 5, or to enforce such rights, Service Provider hereby designates Brownsville PUB as Service Provider's attorney-in-fact and agent, solely and exclusively to act for and on Service Provider's behalf to execute and file such documents with the same legal force and effect as if executed by Service Provider and for no other purpose.

E. Service Provider owns the discoveries, improvements, inventions, or intellectual property made or conceived by Service Provider before the Effective Date and independently of any Confidential Information of Brownsville PUB and this Contract and are expressly reserved and excepted from the provisions of this Contract.

6. Confidentiality and Data Security.

A. All non-public, confidential, or proprietary information of Brownsville PUB ("**Confidential Information**"), including, but not limited to, business plans, specifications, designs, documents, data, business operations, customer lists, customer information, including personally identifiable information, pricing, and any other business-related

information disclosed or made available by Brownsville PUB to Service Provider, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Contract is confidential, solely for Service Provider's use in performing this Contract and may not be disclosed or copied unless authorized by Brownsville PUB in writing. Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Service Provider's breach of this Contract; (ii) is obtained by Service Provider on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) Service Provider establishes by documentary evidence, was in Service Provider's possession prior to Brownsville PUB's disclosure hereunder; or (iv) was or is independently developed by Service Provider without using any Confidential Information. Upon Brownsville PUB's request, Service Provider shall promptly return all documents and other materials received from Brownsville PUB. Brownsville PUB shall be entitled to injunctive relief for any violation of this Section.

7. Insurance.

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

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

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

Commercial General Liability

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

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

C. Service Provider 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 or material change. The Commercial General Liability and Excess Umbrella Liability Policy shall be of an "occurrence" type policy. The Commercial General Liability shall also include protection against claims insured by usual personal injury liability coverage and coverage for contractual liability assumed by Service Provider.

D. Service Provider shall furnish Brownsville PUB with Insurance Certificate(s) upon Brownsville PUB's reasonable request and at least ten (10) calendar days prior to field work commencement, which confirm that all required insurance policies are in full force and effect.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY.

A. SERVICE PROVIDER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BROWNSVILLE AND BROWNSVILLE PUB AND THEIR COMMISSIONERS, BOARD MEMBERS, OFFICERS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, LIABILITIES, OR EXPENSES 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 RESULTING FROM ANY CLAIM OF A THIRD PARTY OR BROWNSVILLE PUB ARISING OUT OF OR OCCURRING IN CONNECTION WITH, THE NEGLIGENT ACTS OR OMISSIONS OF, WILLFUL MISCONDUCT OF, OR BREACH OF THIS CONTRACT BY SERVICE PROVIDER OR ITS AGENTS OR EMPLOYEES.

B. EXCEPT FOR SERVICE PROVIDER'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SUBSECTION A OF THIS SECTION 8, TO THE EXTENT ALLOWED BY TEXAS LAW GOVERNING PUBLIC ENTITIES, SERVICE PROVIDER'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 SERVICE PROVIDER'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 SERVICE PROVIDER FROM ANY LIABILITY EXCEEDING SUCH AMOUNT.

9. Addresses for Notices and Communications.

BROWNSVILLE PUB

NAME
TITLE
1425 Robinhood Drive
Brownsville, Texas 78521
Phone: (956) 983-XXXX
Email: xxxxx@brownsville-pub.com

VENDOR
NAME
TITLE
STREET ADDRESS
CITY, STATE ZIP CODE
Phone:
Email:

All notices and communications under this Contract must be in writing and shall be mailed or delivered to Brownsville PUB and Service Provider at the above addresses (or to such other address that the receiving Party may designate from time to time in accordance with this Section).

10. Successors and Assignments.

Neither Party shall assign, transfer, delegate, or subcontract any of its rights or obligations under this Contract without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the transferring Party of any of its obligations hereunder. In the event of any assignment, transfer, delegation, or subcontracting, Brownsville PUB and Service Provider each binds itself and its successors, executors, administrators and assigns to the other parties of this Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Contract. 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.

11. Termination of Contract for Cause.

If, through any cause, Service Provider shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Service Provider shall violate any of the covenants, agreements, warranties or stipulations in this Contract, Brownsville PUB shall have the right, without prejudice to any other rights or remedies it may have under this Contract, to terminate this Contract by giving written notice to Service Provider of such termination and specifying the date thereof, at least fifteen (15) calendar days before the effective date of such termination. Without prejudice to any other rights or remedies it may have under this Contract, Brownsville PUB shall have the right to terminate this Contract if in its sole opinion the work of the Service Provider is not effective for the purpose it is being performed. Service Provider shall be entitled to receive just and equitable compensation

for any work satisfactorily completed hereunder provided such compensation is approved by Brownsville PUB in its sole discretion. The method of compensation herein shall be as provided in Section 3 of this Contract.

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

Subject to Section 8, Service Provider agrees that Brownsville PUB shall have all rights and remedies afforded to it at law to recover any damages sustained by Brownsville PUB in connection with the work performed by Service Provider under this Contract, including regulatory fines and penalties, attorneys' fees and expert witness costs associated with the defense against any cause of action related to this Contract. In addition, Brownsville PUB shall, in addition to any damages to which it is entitled, be entitled to seek immediate injunctive relief against Service Provider prohibiting further actions inconsistent with Service Provider's obligations under this Contract. Brownsville PUB shall also have all rights and remedies afforded to it in equity to enforce the terms of this 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. Termination for Convenience.

Brownsville PUB may terminate this Contract at any time by giving at least thirty (30) calendar days notice in writing to Service Provider. If the Contract is terminated by Brownsville PUB as provided herein, Service Provider will be paid for the Services provided and approved expenses incurred up to the termination date if such compensation is approved by Brownsville PUB, which approval shall not be unreasonably withheld. Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, provided such compensation is approved by Brownsville PUB, which shall not be unreasonably withheld. The method of compensation herein shall be as provided in Section 3 of this Contract.

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

Service Provider agrees that Brownsville PUB shall have all rights and remedies afforded to it at law to recover any damages sustained by Brownsville PUB in connection with the work performed by Service Provider under this Contract. Brownsville PUB shall also have all rights and remedies afforded to it in equity to enforce the terms of this 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.

13. Changes.

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

14. Reports and Information.

Service Provider, 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.

15. Civil Rights.

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

16. Entire Agreement.

This Contract, including and together with any Work Orders, exhibits, schedules, and attachments, each of which will be attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties concerning the subject matter of this Contract.

17. Waiver.

The failure or delay 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 unless explicitly set forth in writing and signed by the Party so waiving and shall not be a waiver of any other provision hereof or any other breach hereof. No single or partial exercise of any right, remedy, power, or privilege hereunder shall preclude any other or further exercise thereof.

18. Severability.

The invalidity, illegality, or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract or invalidate or render unenforceable such provision in any other jurisdiction. Upon a determination that any provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Contract to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19. Survival.

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

20. Force Majeure.

No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such Party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events (each a "**Force Majeure Event**"): (A) acts of God; (B) flood, fire, earthquake, pandemic, or explosion; (C) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (D) government order, law, or action; (E) national or regional emergency; or (F) other similar events beyond the reasonable control of the Impacted Party. Notwithstanding the foregoing, Service Provider's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section 20.

The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 20, the other Party may thereafter immediately terminate this Contract upon written notice.

21. Governing Law.

This Contract is governed by the laws of the State of Texas without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas and all obligations of the Parties under this Contract are performable in Cameron County,

Texas.

22. Choice of Forum.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Contract, including all exhibits, schedules, attachments, and appendices attached to this Contract, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the state or federal court located in Cameron County, Texas. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the state or federal court located in Cameron County, Texas. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

23. Time for Performance.

The Services shall be completed in accordance with the performance schedule as outlined in Exhibit "C", except to the extent timely performance is prevented by a Force Majeure Event, subject to the terms of Section 20.

24. 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 or (B) any intentional and/or negligent act or omission by the other Party, 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.

25. Cumulative Remedies.

All 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 this 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.

26. 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 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.

27. 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.

28. Dispute Resolution.

In the event a dispute arises between the Parties, 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 its 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.

29. Amendments.

No amendment to, or modification or termination of this Contract is effective unless it is in writing, identified as an amendment to or modification or termination of this Contract, and signed by an authorized representative of each Party.

30. Independent Contractor.

A. It is understood and acknowledged that the Services which Service Provider will provide to Brownsville PUB hereunder shall be in the capacity of an independent contractor and not as an employee or agent of Brownsville PUB. Service Provider shall control the conditions, time, details, and means by which Service Provider performs the Services. Brownsville PUB shall have the right to inspect the work of Service Provider solely for the purpose of determining whether the work is completed according to this Contract and any applicable Work Order.

B. Service Provider has no authority to commit, act for or on behalf of Brownsville PUB, or to bind Brownsville PUB to any obligation or liability.

C. Service Provider shall not be eligible for and shall not receive any employee benefits from Brownsville PUB and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Service Provider hereunder.

31. Counterparts.

This Contract may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 9, a signed copy of this Contract delivered by facsimile,

email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed as of the Effective Date by their respective officers thereunto duly authorized.

[ENTER VENDOR'S NAME]

By: _____
[NAME OF AUTHORIZED SIGNER]
[TITLE OF SIGNER]

PUBLIC UTILITIES BOARD OF THE
CITY OF BROWNSVILLE, TEXAS

By: _____
Marilyn D. Gilbert, MBA
General Manager and CEO

EXHIBIT “A”

**SCOPE OF SERVICES FOR
PROJECT/TYPE OF SERVICES TO BE PROVIDED**

Refer to **PROJECT/TYPE OF SERVICES** proposal submitted by **[ENTER VENDOR’S NAME]** dated Month/Day/Year, the terms of which are incorporated herein by this reference.

ADD SCOPE OF SERVICES

EXHIBIT “B”

COMPENSATION FOR PROJECT/TYPE OF SERVICES TO BE PROVIDED

Service Provider proposes to perform the work and services described above through the **PROJECT/TYPE OF SERVICES TO BE PROVIDED** project. Service Provider will establish Project requirements, determine Project policy matters, ensure satisfactory completion of the work and services, and be directly responsible for the Project. Service Provider shall not be reassigned away from this engagement without the prior written consent of Brownsville PUB.

Service Provider proposes to perform all work and services described in Exhibit “A” Scope of Services, for the estimated cost of **\$XX,XXX.XX**. 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. Service Provider 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**.

ADD FEES/OTHER RELATED FEES APPLICABLE TO CONTRACT, i.e., Hourly Rate Schedule

EXHIBIT “C”

**SCHEDULE FOR
PROJECT/TYPE OF SERVICES TO BE PROVIDED**

Service Provider understands that the scope of services outlined herein should be completed within. Service Provider 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 Service Provider’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.

The term of this contract shall be from Month/Day/Year through Month/Day/Year.

REQUIRED FORMS CHECKLIST

The following forms are to be submitted as a part of the Proposal/RFP/RFQ document

| NAME | FORM DESCRIPTION | SUBMITTED WITH PROPOSAL | |
|----------------------|---|--------------------------|--------------------------|
| | | YES | NO |
| Legal Notice | Acknowledgement Form | <input type="checkbox"/> | <input type="checkbox"/> |
| | Debarment Certification | <input type="checkbox"/> | <input type="checkbox"/> |
| | Ethics Statement | <input type="checkbox"/> | <input type="checkbox"/> |
| | Conflict of Interest Questionnaire | <input type="checkbox"/> | <input type="checkbox"/> |
| | W9 or W8 Form | <input type="checkbox"/> | <input type="checkbox"/> |
| | Direct Deposit Form (Will be provided to the awarded vendor) | <input type="checkbox"/> | <input type="checkbox"/> |
| | Residence Certification Form | <input type="checkbox"/> | <input type="checkbox"/> |
| Special Instructions | Proposal Schedule/Cost sheet completed and signed | <input type="checkbox"/> | <input type="checkbox"/> |
| | Cashier Check or Proposal Bond of 5% of Total Amount of Proposal (if applicable) | <input type="checkbox"/> | <input type="checkbox"/> |
| | OSHA 300 Log (if applicable) | <input type="checkbox"/> | <input type="checkbox"/> |
| | Contractor Pre-Proposal Disclosure completed, signed and notarized (if applicable) | <input type="checkbox"/> | <input type="checkbox"/> |
| | Sub-Contractor Pre-Proposal 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 | | | |
| | | | |
| | | | |

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

ETHICS STATEMENT (FORM MUST BE COMPLETED IN ITS ENTIRETY)

The undersigned respondent, by signing and executing this proposal, certifies and represents to the Brownsville Public Utilities Board that respondent 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 respondent also certifies and represents that the respondent has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal, the respondent certifies and represents that respondent has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of Brownsville and/or the Brownsville Public Utilities Board concerning this proposal on the basis of any consideration not authorized by law; the respondent also certifies and represents that respondent has not received any information not available to other respondents so as to give the undersigned a preferential advantage with respect to this proposal; the respondent further certifies and represents that respondent has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that respondent 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 City of Brownsville and/or 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 respondent 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 City of Brownsville and/or 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 CITY OF BROWNSVILLE AND THE BROWNSVILLE PUBLIC UTILITIES BOARD, ALL OF THEIR PUBLIC OFFICIALS, OFFICERS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, 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 ANY RESULTING CONTRACT FROM SUBMITTAL 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 SOCIALSECURITY#: _____

DEVIATIONS FROM SPECIFICATIONS IF ANY:

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

(FORM MUST BE COMPLETED IN ITS ENTIRETY)

| CONFLICT OF INTEREST QUESTIONNAIRE | | FORM CIQ |
|---|---|------------------------|
| For vendor doing business with local governmental entity | | OFFICE USE ONLY |
| <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> | | Date Received |
| 1 | Name of vendor who has a business relationship with local governmental entity. | |
| 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.) | |
| 3 | Name of local government officer about whom the information is being disclosed. _____ Name of Officer | |
| 4 | Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 5 | Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. | |
| 6 | <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). | |
| 7 | _____ Signature of vendor doing business with the governmental entity _____ Date | |

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

**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 proposal is lower than the lowest proposal 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: _____

Form **W-8BEN-E**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

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

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

OMB No. 1545-1621

Do NOT use this form for:

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

Instead use Form:

Part I Identification of Beneficial Owner

| | |
|---|--|
| 1 Name of organization that is the beneficial owner | 2 Country of incorporation or organization |
|---|--|

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

- 4 Chapter 3 Status (entity type) (Must check one box only):
- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Simple trust | <input type="checkbox"/> Tax-exempt organization | <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Central Bank of Issue | <input type="checkbox"/> Private foundation | <input type="checkbox"/> Complex trust | <input type="checkbox"/> Foreign Government - Controlled Entity |
| <input type="checkbox"/> Grantor trust | <input type="checkbox"/> Disregarded entity | <input type="checkbox"/> Estate | <input type="checkbox"/> Foreign Government - Integral Part |
| | | <input type="checkbox"/> International organization | |

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

- 5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)
- | | |
|---|---|
| <input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions. <input type="checkbox"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. <input type="checkbox"/> Owner-documented FFI. Complete Part X. <input type="checkbox"/> Restricted distributor. Complete Part XI. | <input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. <input type="checkbox"/> Territory financial institution. Complete Part XVII. <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. <input type="checkbox"/> 501(c) organization. Complete Part XXI. <input type="checkbox"/> Nonprofit organization. Complete Part XXII. <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV. <input type="checkbox"/> Active NFFE. Complete Part XXV. <input type="checkbox"/> Passive NFFE. Complete Part XXVI. <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII. <input type="checkbox"/> Direct reporting NFFE. <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII. <input type="checkbox"/> Account that is not a financial account. |
|---|---|

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

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

7 Mailing address (if different from above)

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

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 59689N

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