



**BROWNSVILLE PUBLIC UTILITIES BOARD**

**Request for Competitive Sealed Proposals (RFP)**

**For Stand Alone or Through the Wall Kiosks**

**Proposal Due: November 13, 2024 at 5:00 PM**

Proposal Acknowledgement: November 14, 2024 at 10:30 AM



**AND**

**INVITATION FOR COMPETITIVE SEALED PROPOSALS  
Proposal No. P 006-24**

The Brownsville Public Utilities Board (BPUB) will advertise this RFP for two (2) consecutive weeks and then accept competitive sealed proposals for high technology Stand Alone or Through the Wall Kiosks **until 5:00 PM, Wednesday, November 13, 2024**, in the Brownsville PUB Purchasing Office, 1155 FM 511, Olmito, Texas. **Proposals received after this time will not be considered.**

Proposals will be acknowledged on November 14, 2024 at 10:30 AM. Firms are invited to listen to the opening via conference call (956) 214-6020, at 10:30 AM, November 14, 2024.

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

Please mark on the **outside of the envelope and on any carrier's envelope**: "SEALED PROPOSAL FOR STAND ALONE OR THROUGH THE WALL KIOSKS (P006-24) NOVEMBER 13, 2024, 5:00 PM," and send to the attention of Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

The Brownsville Public Utilities Board 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 PUB, Purchasing Office by the given deadline above. **Proposals will not be accepted via electronic transmission or facsimile.**

The Brownsville PUB 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 Brownsville PUB.

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

**Please submit this page upon receipt**

**ACKNOWLEDGEMENT FORM**

P006-24 Stand Alone or Through the Wall Kiosks

For any clarifications, please contact Nicole Espinoza at Brownsville PUB Purchasing Department at (956) 983-6353 or email: [nespinoza@brownsville-pub.com](mailto:nespinoza@brownsville-pub.com)

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

Check one:

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

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

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

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

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

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

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

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

If you are unable to send your proposal, kindly indicate your reason above and return this form via email to [nespinoza@brownsville-pub.com](mailto:nespinoza@brownsville-pub.com). This will ensure you remain active on our Firm list.

Date \_\_\_\_\_

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

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

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

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

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

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

# REQUEST FOR PROPOSAL

## For Stand Alone or Through the Wall Kiosks

### **OBJECTIVE**

The Brownsville Public Utilities Board (BPUB) is soliciting competitive sealed proposals from interested firms to provide our customers the functionality to pay their bill using various channels. The BPUB is reviewing current payment channels as well as new channels that may be available.

After responses to this Request for Proposal (RFP) are received, the BPUB will evaluate and award the qualified firm whose proposal is most advantageous to the BPUB with price and other factors considered.

### **GENERAL BACKGROUND**

The BPUB sends monthly bills for approximately 90,000 -100,000 service points in the City of Brownsville using Cayenta (Harris) Revenue Management Solution. We bill 21 cycles per month and have approximately 60,000 customers. One customer may be responsible for multiple accounts; and each account may have multiple services. Services are billable items and may be a service point (a meter) or an item such as a security light.

We currently offer our customers the ability to have a monthly auto-debit of a checking or savings account, pay by credit card over the phone (handled by an IVR), online bill payment, as well as twenty-nine (29) off-site, walk-in payment locations. Some of our partners are: American Payment Systems, Fidelity Express, Paymentus and Wells Fargo Bank.

### **HIGH TECHNOLOGY COMPETITIVE SEALED PROPOSAL PROCUREMENT**

#### **PROCESS (Texas Local Government Code Chapter 252)**

The BPUB will comply with all Texas State Procurement laws for public utilities/Cities relating to high technology electronic data processing and telecommunications systems. The BPUB will select the most qualified firm whose proposal is most advantageous to the BPUB with price and other factors considered. Once this selection has been made from this RFP process, the firm will be required to execute a personal technical services contract.

### **PROPOSAL INFORMATION**

All proposal envelopes shall contain a signed original and one (1) 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, TX 78575. 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 open records 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 the Purchasing Department of the BPUB, 1155 FM 511, Olmito, Texas 78575 or at the following website: [https://www.brownsville-pub.com/rfp\\_status/open/](https://www.brownsville-pub.com/rfp_status/open/). Direct any questions to Nicole Espinoza, Purchasing; email: [nespinoza@brownsville-pub.com](mailto:nespinoza@brownsville-pub.com) or phone: (956) 983-6353.

Candidates must guarantee their Original Proposal or subsequently clarified proposal for at least one hundred twenty (120) 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 based upon Section 1 – Payment by Kiosk, Section 2 - General Requirements and Section 3 – Pricing Schedule may be conducted with the top three (3) rated Firms at BPUB's discretion (as deemed as needed and may not be executed). The BPUB may require more than one meeting be held with the top three (3) rated Firms. 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.

Any Firm may be required, at the option of the BPUB, to demonstrate successful performance of similar services. The services to be demonstrated shall have similar functional and performance characteristics as those required in these specifications. The potential demonstration(s) shall occur at a mutually agreed upon time and location.

#### **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, aW9 form, or a W8 form in cases of a foreign vendor, will be required of all vendors doing business with the Brownsville PUB. If a W9 or W8 form is not made available to Brownsville PUB, the first payment will be subject to income tax withholding at a rate of 28% or 30% depending on the U.S. status and the source of income as

per IRS Publication 1220. **The W9 or W8 form must be included with bid response.** Attached are sample forms.

### **TAXES**

The 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.

### **CONTRACT AND PURCHASE ORDER**

The services shall be performed in Brownsville, Texas. A personal technical 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 Board.

### **BROWNSVILLE PUB RIGHTS**

1. If only one or no bid is received by "submission date", the BPUB has the right to reject, re-solicit, accept and/or extend the RFP by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all RFPs and to make award as they may appear to be advantageous to the Brownsville Public Utilities Board.
3. The right to hold RFP for 120 days from submission date without action, and to waive all formalities in RFP.
4. The right to extend the total RFP beyond the original 120-day period prior to an award, if agreed upon in writing by all parties (BPUB and vendor/contractor) and if vendor/contractor holds original RFP 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. In bid, stipulate whether an increase or decrease in services will affect RFP 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 BPUB's webpage.

### **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 Issued:	
Advertisement	October 19 & 26, 2024
Deadline for Questions	October 25, 2024
Proposals due:	November 13, 2024 no later than 5:00 PM
Proposals Acknowledgment:	November 14, 2024 at 10:30 AM
Proposals evaluated:	Week of November 18, 2024
Short list of candidates notified:	Week of November 28, 2024
Demonstrations scheduled:	If Necessary
Firm Selected:	Week of November 28, 2024
Board approval of contract award:	December 9, 2024
Contract Executed:	December 2024
Project Start Date:	January 2025
Go Live Date:	6 to 8 weeks after start date

### **INSTRUCTIONS TO RFP RESPONDENTS**

Respondents must submit a proposal containing the following elements:

- 1) Identify and describe the submitting organization, including:
  - Organizational type
  - Parent organizations
  - Tax ID number
  - Company address
  - Annual gross revenues for the previous fiscal year
  - Number of employees by employee type
  - Target market
  - Product & services
- 2) Identify the person, by listing name and title, authorized to obligate the organization contractually.
- 3) Identify the contact person responsible for this response. Specify, phone, email and web site address, as applicable.
- 4) Identify the person responsible to resolve contract issues. Specify, phone, email and web site address, as applicable.

- 5) Identify the person responsible to resolve technical issues. Specify, phone, email and web site address, as applicable.
- 6) Identify the person responsible to resolve functional issues and support during the implementation period. Specify, phone, email and web site address, as applicable.
- 7) Provide at least four (4) references of other businesses, preferably utilities, where similar services have been provided. Provide contact person and telephone number for each reference.
- 8) Provide a brief summary of the proposed approach to meet the objectives of this RFP.
- 9) Respond in detail to each item under Business Requirements using the forms provided on pages 9. Please precede each response with the specific Requirement Number. You may include diagrams, examples, charts, etc., as necessary to respond. Proposals that fail to respond to all items will not be considered. If service is not offered, the proper response would be not offered.
- 10) Complete the detailed pricing schedule as provided in SECTION V (5) PRICING SCHEUDLE of the Business Requirements. Pricing schedule shall include **ALL** costs which pertain to the use of the services, including implementation, integration and on-going costs. After evaluations of the proposals, the BPUB may elect to execute a contract for the following:
  - Stand Alone or Through the Wall Payment kiosks
- 11) Technical or commercial questions regarding this RFP may be directed via email to Nicole Espinoza at [nespinoza@brownsville-pub.com](mailto:nespinoza@brownsville-pub.com)). Firms must submit a signed original and one (1) copy of the proposal in a sealed package. Proposals shall be submitted to the BPUB Purchasing Office, 1155 FM 511, Olmito, TX, no later than 5:00 PM on November 13, 2024.

Sealed envelope must be clearly labeled as follows:

**Brownsville Public Utilities Board  
Attention: Diane Solitaire  
1155 FM 511  
Olmito, TX 78575  
P006-24 Sealed Proposal for Stand Alone or Through the Wall  
Kiosks November 13, 2024, 5 PM”**



### **MINIMUM QUALIFICATIONS**

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

- 1) At least three (3) years experience in providing similar services contained in this RFP.
- 2) The ability to provide at least 4 references, preferably from other utilities providing similar services contained in this RFP.
- 3) Compliant with PCI (Payment Card Industry) standards and successfully completed an audit within the past 12-months. Provide documentation to reflect compliance.
- 4) The firm must have more than 100 Stand Alone or Through the Wall Payment Kiosks deployed and satisfactorily operating. Satisfactorily operating will be determined by the recommendation provided by references provided in item 2 above.

### **REFERENCE CHECKS**

The BPUB will contact prospective firm's references by telephone or email.

### **RFP 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.

### **BUSINESS REQUIREMENTS**

Firms shall respond to each of the items listed below. Proposal shall include for each requirement a detailed description of how the requirement would be met, including what would be required from the BPUB to meet the requirement. Respondents must provide a response to each one of these requirements and must reference the Requirement Number in your responses; use the forms on page 16. Respondents are encouraged to recommend as part of their proposal additional options, features or measures to help the BPUB meet its objectives in a separate sheet of paper.

**SECTION I – SCOPE – STAND ALONE OR THROUGH THE WALL KIOSKS**

	<b>Description</b>
1.1	BPUB desires to purchase payment ‘kiosks’ that will provide customers self-service utility bill payment options using cash, checks, and credit/debit cards. Most kiosks will be indoor units located inside BPUB or other facilities within the City of Brownsville. At least one kiosk will be located outside in a “through the wall” drive-up building behind the Administrative Building of the BPUB.
1.2	The kiosks will accept currency (U.S. Dollars only) with an internal secure safe and provide no change back to the customer. It is preferable the bill acceptor unit be able to accept a batch of bills rather than one bill at a time (similar to the acceptor units in bank ATMs). The kiosks will also accept credit/debit cards, and checks.
1.3	The kiosks will transmit payment transaction data in real time to the payment processor of BPUB’s choice and to the billing application Cayenta Utilities through an API. The ability to interface and accept payments from additional municipal payment systems (municipal court, traffic, etc) is preferable.
1.4	The kiosks will be delivered and setup with the selected hardware configuration. The plan is that the purchase and implementation will be based on a two-phased approach. Phase I is to purchase at least two kiosks, one for deployment at the drive-up building and the other at a third party location. Phase II will be the purchase and deployment of additional kiosks within the City of Brownsville.
1.5	The resulting contract for kiosks will include hardware components, operating system software and application software that allow the operation of the kiosks as a separate unit (i.e. stand-alone), a networked unit in a local area network (LAN) or a networked unit in a wide area network (WAN), an integrated part of a computer system, or any combination of the four.

**SECTION II - KIOSK REQUIREMENTS**

	<b>Description</b>
2.1	The kiosks must have a finish that can be easily painted or wrapped with a graphic wrapper. We also desire the ability to add branding and logos.
2.2	The paint must provide excellent resistance against normal wear and should be compatible with use in a typical retail store environment. The enclosure should be made of metal or a metal composite that is applicable for this type of device.
2.3	The “through the wall” drive-up kiosk should be weather proof. The components should be sealed through the face of the kiosk as is customary with Automated Teller Machines (ATMs) to create a weather resistant/water proof exterior. The display screen should be visible in harsh daylight and may be covered with a protective ‘curtain’ while not in use.
2.4	All components should be easily accessible and exchangeable by our internal support staff, whether through the front or rear of the kiosks.
2.5	The kiosks will be compliant with the Americans with Disabilities Act (ADA). All computer and peripherals must be easily accessible by individuals with disabilities.
2.6	The kiosks’ electrical and cooling must meet or exceed all electrical and cooling requirements necessary for computer components and enclosed hardware. It must use standard 110-120v.
2.7	The kiosks must meet the Underwriters Laboratories requirements (i.e. UL 291 certification for all 24 hour ATM’s). The safe of this unit must also meet or exceed this

	legally required certification.
2.8	The kiosks are to be delivered with all display screens and logos already in place and ready for final testing by BPUB staff. All screens must also be offered in Spanish.
2.9	Customers should be able to pay a different amount than the amount due. Explain how your system accommodates this.
2.10	Customer transactions that are not completed within a pre-determined time limit should be timed out or customer should be warned of time limit approaching.
2.11	Customers should be able to access their account by using any of the following methods: 1) an account access card, 2) a look up feature with either name or address using a verification of either a PIN or other personal identifying information associated with the account on record. Explain how your product will meet these needs.
2.12	Please describe the transactional data flows to/from clearing houses, bank accounts and the BPUB, including estimated timing, for each of the activities listed below. Respondent can use drawings or flowcharts as needed to aid in their response: <ul style="list-style-type: none"> <li>• Debit from a checking/savings account.</li> <li>• Credit card payment</li> <li>• Cash payment</li> </ul>
2.13	Receipts must be issued and provide for functions that include a presenter/retractor, variable ejection cut lengths (programmable), full and partial cut options, and alert sensors for jams and low paper warnings.
2.14	Checks may be processed via a reader scanner depositor for check 21 processing or through manually entering the bank routing number and bank account information. Either option will be considered.
2.15	Summarize the process for posting payments to the BPUB including data transmitted, transport methods and encryption. What methods are used to ensure this data is secured?
2.16	Describe the level of redundancy that exists to ensure timely processing in the event of equipment breakdown. Specify if offer includes RAID on hard disk and UPS or other back up power supply.
2.17	Provide a list of outages over the previous 12-month period, including the date and time of the outage, whether they were scheduled or non-scheduled and the duration of the outage.
2.18	Explain the administrative tools available for BPUB employee access and provide samples of daily reports. Explain whether additional or custom reports can be requested.
2.19	It will be considered as an additional option if customers will have the ability to make a one-time donation to the “SHARE” fund (or various voluntary charitable organizations). Explain whether your product accommodates this and how this process works, from a customer interface to data output.
2.20	Explain the typical implementation process. In addition to estimated timelines and project milestones, we would like to know what data, interfaces and resources are required from the BPUB.
2.21	What Firm-provided training or testing on a live demo site is included in your proposal for BPUB employees?

### SECTION III – GENERAL REQUIREMENTS

	<b>Description</b>
3.1	Discuss Firm's compliance with PCI standards as well as the results of the last PCI audit.
3.2	Discuss security measures in place to protect against unauthorized persons obtaining this data.
3.3	Explain whether your solution has integrated video recording capability of customer facing activity which will be recorded and accessible, either locally; or over a LAN or WAN.
3.4	Define the security measures (including, but not limited to, training, information technology and physical security) that are in place to ensure confidentiality of the BPUB's customer information.
3.5	Components that can become jammed or full (such as cash acceptor unit) should have mechanisms included to send alert/alarm notification to specified personnel for proper resolution.
3.6	Kiosk must include a security camera to record customer activity and data should be stored on a network drive and accessible through the WAN/LAN. Data should be recorded and stored with tamper evident logging (date-time stamp) with archiving capabilities.
3.7	Describe how your maintenance is handled and whether it is transparent to customers.
3.8	Please provide a description and example of month end and year end reports that are available from system. Include whether there are optional features, such as standard formatted, online reports vs. customized, paper reports.

<b>SECTION IV – QUESTIONNAIRE</b>	
	<b>Description</b>
4.1	Describe your system support. Are there different levels? Is there on-site, phone and/or internet support? What are the normal and/or guaranteed response times?
4.2	Describe the licensing requirements (initial and ongoing) for the proposed software solution. Identify the number of licenses that will be required for each product of the proposed solution. Define any and all licensing requirements.
4.3	What is the annual maintenance cost for the proposed software? Are there any other costs associated with the maintenance of this system?
4.4	What does your firm offer in regards to on-going technical support?
4.5	How many U.S. customers are currently running your system?
4.6	Have you ever implemented your system for a governmental agency and/or utility?
4.7	List the payment gateways you currently have interfaces with. List any payment gateways you don't integrate with.

<b>SECTION V – PRICING SCHEDULE</b>	
	<b>Description</b>
5.1	Provide a detailed listing of all costs related to purchase for each type of kiosk offered.
5.2	Provide a detailed listing of all implementation costs including shipping, installation, and training.
5.3	Provide a detailed listing of all on-going costs of providing kiosk payment services as described in your response to these business requirements.

5.4	Provide a detailed listing of all transactional costs for payments processed through the kiosks.
5.5	Provide a pricing schedule of any other costs for items that may relate to these business requirements or as other features or options for the BPUB to consider.

NOTE: Price should include proposed fees on a fixed basis for the items described under the scope of services section, to include training, travel, lodging, and miscellaneous expenses

### **EVALUATION CRITERIA**

The BPUB will select the most qualified high technology personal technical services firm whose proposal is most advantageous to the BPUB with price and other factors considered. A certified statement that the firm is not debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency will be required. Firm selection will be based on the following criteria (not listed in order of importance)

- Qualifications and experience - Weight 4 (max points 20)
- References – Weight 4 (max points 20)
- Methodology including technical approach and understanding of the scope of the project – Weight 4 (max points 20)
- Cost – Weight 4 (max points 20)
- Questionnaire – Weight 4 (max points 20)

#### **Total maximum points: 100**

Rate – 1 thru 5 (1-worst; 5 best)

Rate x Weight = Total Score

**SECTION I – SCOPE, STAND ALONE OR THROUGH THE WALL KIOSKS**

<b>Requirement Number</b>	<b>Response</b>
<b>1.1</b>	
<b>1.2</b>	
<b>1.3</b>	
<b>1.4</b>	
<b>1.5</b>	

**SECTION II – KIOSK REQUIREMENTS**

<b>Requirement</b>	<b>Response</b>
<b>2.1</b>	
<b>2.2</b>	
<b>2.3</b>	
<b>2.4</b>	
<b>2.5</b>	
<b>2.6</b>	
<b>2.7</b>	
<b>2.8</b>	
<b>2.9</b>	
<b>2.10</b>	
<b>2.11</b>	
<b>2.12</b>	
<b>2.13</b>	
<b>2.14</b>	
<b>2.15</b>	
<b>2.16</b>	
<b>2.17</b>	
<b>2.18</b>	
<b>2.19</b>	
<b>2.20</b>	
<b>2.21</b>	

**SECTION III – GENERAL REQUIREMENTS**

<b>Requirement</b>	<b>Response</b>
<b>3.1</b>	
<b>3.2</b>	
<b>3.3</b>	
<b>3.4</b>	
<b>3.5</b>	
<b>3.6</b>	
<b>3.7</b>	
<b>3.8</b>	

#### SECTION IV – QUESTIONNAIRE

Requirement	Response
4.1	
4.2	
4.3	
4.4	
4.5	
4.6	
4.7	

#### SECTION V – PRICING SCHEDULE

Requirement	Response
5.1	
5.2	
5.3	
5.4	
5.5	

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

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

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

STATE: \_\_\_\_\_

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

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

**Authorized Representative (Print Name)**

TITLE: \_\_\_\_\_

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

**Failure to sign proposal will disqualify it**

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

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

## 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.

B. At all times during the duration of this Contract and for any period of time Service Provider accesses, stores, or processes any Confidential Information after the termination of this Contract, Service Provider shall have in place appropriate data security processes and procedures as set forth in Exhibit D, the terms of which are incorporated herein by this reference.

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

Cyber Liability:

\$250,000.00

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.

REQUIRED FORMS  
CHECKLIST

The following forms are 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"/>
	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"/>
		<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

**(THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH BID RESPONSE)**

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

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

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

COMPANY: \_\_\_\_\_  
AGENT NAME: \_\_\_\_\_  
AGENT SIGNATURE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ TELEFAX: \_\_\_\_\_  
FEDERAL ID#: \_\_\_\_\_ AND/OR SOCIAL SECURITY #: \_\_\_\_\_

DEVIATIONS FROM SPECIFICATIONS IF ANY:

NOTE: QUESTIONS AND CONCERNS FROM PROSPECTIVE CONTRACTORS SHOULD BE RAISED WITH OWNER AND ITS CONSULTANT (IF APPLICABLE) AND RESOLVED IF POSSIBLE, PRIOR TO THE 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 (THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH BID RESPONSE)**

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

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

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

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

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

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

\_\_\_\_\_  
Date

---

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

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY & SUBMITTED WITH BID RESPONSE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>	<div style="border: 1px solid black; padding: 2px; text-align: center;"><b>OFFICE USE ONLY</b></div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b>    <b>Name of vendor who has a business relationship with local governmental entity.</b> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2</b>    <input type="checkbox"/>    <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)         </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b>    <b>Name of local government officer about whom the information is being disclosed.</b> </div> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div> <div style="text-align: center; margin-top: 5px;">Name of Officer</div>		
<div style="border: 1px solid black; padding: 2px;"> <b>4</b>    <b>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b> </div> <div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> <div style="margin-top: 10px;"> <p>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="text-align: center;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No         </p> <p>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="text-align: center;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No         </p> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>5</b>    <b>Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b> </div> <div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div>		
<div style="border: 1px solid black; padding: 2px;"> <b>6</b>    <input type="checkbox"/>    <b>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).</b> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>7</b> </div> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 60%;"> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: small;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 35%;"> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: small;">Date</div> </div> </div>		

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

- (2) the date the vendor becomes aware:

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

## CERTIFICATE OF INTERESTED PARTIES-FORM 1295

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

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

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

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

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

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

To obtain additional information on HB 1295, to learn more about TEC's process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following link: [https://ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

NOTE: IF AWARDED THIS CONTRACT, FORM 1295 WILL BE SUBMITTED AT THE TIME THE SIGNED CONTRACT IS SUBMITTED TO BPUB.      \_\_\_ YES \_\_\_\_\_ NO



**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5** Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

**BROWNSVILLE PUBLIC UTILITIES BOARD**  
**RESIDENCE CERTIFICATION**

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

Section 1. (a)

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

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

Section 1. (b)

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

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

Signature: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

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

Organization Name  
State Law Verifications

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

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

such term in Section 2274.001, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

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

NOTARY SEAL \_\_\_\_\_

NOTARY SIGNATURE \_\_\_\_\_  
Date

Organization Name  
House Bill 89 Verification

I, \_\_\_\_\_ (Person name), the undersigned representative  
of (Company or Business name) \_\_\_\_\_  
\_\_\_\_\_ (hereafter referred to as  
company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the  
undersigned notary, do hereby depose and verify under oath that the company named- above,  
under  
the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

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

NOTARY SEAL \_\_\_\_\_

NOTARY SIGNATURE \_\_\_\_\_

Date

## Previous Customer Reference Worksheet

Name of Customer:		Customer Contact:
Customer Address:		Customer Phone Number:
		Customer Email:
Name of Company Performing Referenced Work:		

What was the Period of Performance?		What was the Final Acceptance Date?
From:		
To:		
Dollar Value of Contract?		What Type of Contract?
\$ _____		<input type="checkbox"/> Firm Fixed <input type="checkbox"/> Price Time and <input type="checkbox"/> Material Not to <input type="checkbox"/> Exceed <input type="checkbox"/> Cost Plus Fixed <input type="checkbox"/> Fee Other

[illegible]

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b> Business name/disregarded entity name, if different from above.		
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions)	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
<b>6</b> City, state, and ZIP code			
<b>7</b> List account number(s) here (optional)			

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
<b>or</b>	
<b>Employer identification number</b>	

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person	Date
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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/FormW8BEN-E](http://www.irs.gov/FormW8BEN-E) 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-8BIMY
- 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-8BIMY

**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):☐ Simple trust☐ Tax-exempt organization☐ Corporation☐ Complex trust☐ Central Bank of Issue☐ Private foundation☐ Estate☐ Grantor trust☐ Disregarded entity☐ International organization☐ Partnership☐ Foreign Government - Controlled Entity☐ Foreign Government - Integral PartIf 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.)☐ Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).☐ Participating FFI.☐ Reporting Model 1 FFI.☐ Reporting Model 2 FFI.☐ Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.☐ Sponsored FFI. Complete Part IV.☐ Certified deemed-compliant nonregistering local bank. Complete Part V.☐ Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.☐ Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.☐ Certified deemed-compliant limited life debt investment entity. Complete Part VIII.☐ Certain investment entities that do not maintain financial accounts. Complete Part IX.☐ Owner-documented FFI. Complete Part X.☐ Restricted distributor. Complete Part XI.☐ Nonreporting IGA FFI. Complete Part XII.☐ Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.☐ International organization. Complete Part XIV.☐ Exempt retirement plans. Complete Part XV.☐ Entity wholly owned by exempt beneficial owners. Complete Part XVI.☐ Territory financial institution. Complete Part XVII.☐ Excepted nonfinancial group entity. Complete Part XVIII.☐ Excepted nonfinancial start-up company. Complete Part XIX.☐ Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.☐ 501(c) organization. Complete Part XXI.☐ Nonprofit organization. Complete Part XXII.☐ Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.☐ Excepted territory NFFE. Complete Part XXIV.☐ Active NFFE. Complete Part XXV.☐ Passive NFFE. Complete Part XXVI.☐ Excepted inter-affiliate FFI. Complete Part XXVII.☐ Direct reporting NFFE.☐ Sponsored direct reporting NFFE. Complete Part XXVIII.☐ 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)