



**BROWNSVILLE PUBLIC UTILITIES BOARD**

**REQUEST FOR PROPOSAL**

**FOR**

**ELECTRICAL SAFETY (ARC FLASH) TRAINING**

**P032-25**

**Proposals due March 5, 2025 by 5:00 PM**  
Proposals Acknowledged March 6, 2025 at 10:00 AM



**LEGAL NOTICE  
AND  
INVITATION FOR SEALED PROPOSALS**

**PROPOSAL No. P032-25**

The Brownsville Public Utilities Board will accept proposals for Electrical Safety (Arc Flash) Training until **5:00 PM, March 5, 2025**, in the Brownsville PUB Purchasing Office, 1155 FM 511, Olmito, Texas. **Any responses received after this time shall not be considered and will not be opened. Facsimile and email responses are not acceptable when responding to this Request for Proposals.**

Proposals will be publicly acknowledged on March 6, 2025 at 10:00 AM. Firms are invited to listen to the opening by calling (956) 214-6020 on March 6, 2025 at 10:00 AM.

Copies of the Contract Documents and Specifications may be obtained at the following BPUB website: [https://www.brownsville-pub.com/rfp\\_status/open/](https://www.brownsville-pub.com/rfp_status/open/)

Please send one (1) paper original and one (1) paper copy (entire document) and identify each as an original or copy accordingly. **Please mark on the outside of the envelope and on any carrier's envelope/package: "SEALED PROPOSAL FOR ELECTRICAL SAFETY (ARC FLASH) TRAINING, P032-25, MARCH 5, 2025, 5:00 PM"**, and send to the attention of Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

The BPUB will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed proposals to the Brownsville Public Utilities Board, Purchasing Office by the given deadline above.

The BPUB reserves the right to reject any or all proposals and to waive irregularities contained therein and to accept any proposals deemed most advantageous to the BPUB. BPUB reserves the right to contact any Firm for clarification after responses are opened and/or to further negotiate with any Firm if such clarification is deemed desirable by BPUB. BPUB reserves the right to evaluate the responses submitted, or to reject any or all submittals should it be deemed in BPUB's best interest. BPUB reserves the right to negotiate with any, all or none of the Firms.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof.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

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

***Diane Solitaire***

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

Please submit this page upon receipt

ACKNOWLEDGEMENT FORM  
**Electrical Safety (Arc Flash) Training**  
**P032-25**

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

Please e-mail this page upon receipt of the RFP package. 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 form 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 bid, kindly indicate your reason for “No bid” above and return this form **via e-mail to:** [hlopez@brownsville-pub.com](mailto:hlopez@brownsville-pub.com) or [dsolitaire@brownsville-pub.com](mailto:dsolitaire@brownsville-pub.com). This will ensure you remain active on our vendor list.

Date: \_\_\_\_\_

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

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

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

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

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

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

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

# **REQUEST FOR PROPOSAL**

## **Electrical Safety (Arc Flash) Training**

### **OBJECTIVE**

Course shall be a practical, intensive electrical safety program designed to meet the mandated OSHA safety training requirements [Fed/OSHA29CFR 1910.331-.335 (Electrical Safety Related Work Practices)], and 1910.137 (Electrical Protective Devices), hazards of electricity, NFPA 70E Articles 110 through 130 updated to include 2023 edition changes, Hazard and PPE Assessments, Energized Work Permits. Focus on the practical application of the OSHA regulations and NFPA 70E.

### **GENERAL BACKGROUND**

The City, located in Cameron County on the Rio Grande approximately 23 miles from the Gulf of Mexico, is a home rule city organized and existing under the laws of the state of Texas, including the City's Charter, as amended (the "charter"). The City owns and operates a combined electric, water, and wastewater utilities system (collectively, the "system") serving the City and certain areas outside the city. The City's authority with regard to public utility ownership and services is generally exercised through the Brownsville Public Utilities Board (the "Board"). The Board, created and established by Article VI of the Charter as a separate and distinct agency of the city, has authority to control, manage, and operate the system and to expand and apply System revenues, subject to certain limitations. The BPUB executive administration includes a General Manager/Chief Executive Officer, an Assistant General Manager & COO, a Chief Financial Officer, a Chief Administrative Officer and a Chief Legal Officer responsible for specific divisions. The BPUB employs approximately 600 employees. The Board's fiscal year is the 12-month period ended September 30<sup>th</sup> of each year and is referred to herein as the "fiscal year."

### **PROPOSAL INFORMATION**

The proposals will be opened and only the Firm's name read aloud at the BPUB Purchasing Office located at 1155 FM 511, Olmito, TX. 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 BPUB website: [https://www.brownsville-pub.com/rfp\\_status/open/](https://www.brownsville-pub.com/rfp_status/open/) or direct any questions to Hugo E. Lopez, Purchasing; email: [hlopez@brownsville-pub.com](mailto:hlopez@brownsville-pub.com), phone: (956) 983-6375.

Firms must guarantee their Original Proposal or subsequently clarified proposal for at least ninety (90) days from the Original Proposal opening date. To obtain the best and final offer, the BPUB

may require written clarifications and explanations of the Firm's proposal after Original Proposal submissions when certain candidates have been selected for interviews. The BPUB will not be liable for any of the Firm's costs or expenses incurred in preparation or presentation of the Proposal(s). The BPUB also reserves the right to conduct a pre-award survey, or to require other evidence of managerial, financial, or other abilities prior to the award of the contract.

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

To ensure that the award is made to the Firm whose proposal best meets the needs of the BPUB discussion may be conducted with the top rated Firm(s) at BPUB's discretion. The BPUB expects that no more than one meeting will be held. After the meeting, five (5) working days will be allowed for the Firm(s) to submit all requested additional information and explanations in writing, which shall be deemed a part of their final offer. The Firm shall submit with such clarifications and explanations any revised projected schedule. The Firms shall be treated fairly and equally with respect to any and all opportunities for discussion, clarification, and explanation of proposals.

### **CONTRACT WITH FIRM/ENTITY INDEBTED TO BPUB**

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

### **FIRM REPRESENTATIVE**

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

### **FIRM ACH (DIRECT DEPOSIT) SERVICES**

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

### **TAX IDENTIFICATION NUMBER (TIN)**

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

## **TAXES**

The BPUB is exempt from Federal Excise Tax, State 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**

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

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

## **BROWNSVILLE PUB RIGHTS**

1. If only one or no proposal is received by “submission date”, the BPUB has the right to reject, re-advertise, accept and/or extend the proposal by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all proposals and to make award as they may appear to be advantageous to the Brownsville Public Utilities Board.
3. The right to hold proposal for up to 90 days from submission date without action, and to waive all formalities in proposal.
4. The right to extend the total proposal beyond the original 90-day period prior to an award, if agreed upon in writing by all parties (BPUB and Firm/contractor) and if proposer/Firm holds original proposal prices firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within thirty (30) calendar days written notice; for cause: upon default by the Firm/contractor, for delay or non-performance by the Firm/contractor; or if it is deemed in the best interest of the BPUB for BPUB’s convenience.
6. The right to increase or decrease services. In proposal, stipulate whether an increase or decrease in services will affect proposal price.

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

## **CORRECTIONS**

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

## **PROPOSAL TIMELINE**

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

<b>PROPOSAL SUBMISSION TIMELINE</b>	
<b>TARGET DATE</b>	<b>DESCRIPTION OF EVENTS</b>
February 18, 2025	RFP package distributed to prospective Firms
February 28, 2025	Last day to submit questions regarding proposal
March 5, 2025	<b>Responses due by 5:00 PM at the BPUB Purchasing Office</b>
March 6, 2025	Proposal acknowledgement at 10:00 AM
March 7 - 28, 2025	Send to Department for Evaluation and Recommendation
April 14, 2025	Send to Utilities Board for approval

## **SUBMITAL INSTRUCTIONS**

Proposals may be hand delivered to: Diane Solitaire, BPUB Purchasing Department, 1155 FM 511, Olmito, TX. Please mark on the outside of the envelope or any carrier's envelope/package: **"Electrical Safety (Arc Flash) Training, P032-25, March 5, 2025, 5:00 PM"**.

**NO PROPOSAL WILL BE ACCEPTED AFTER 5:00 PM ON THE DATE PROPOSAL IS DUE.**

## **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.

### **MINIMUM SUBMISSION REQUIREMENTS**

1. Specify the training curriculum for electrical safety (arc flash) training that the Firm plans to utilize to address the scope of services.
2. Describe the Firm's approach to delivering this training program.
3. Describe methods the Firm plans to utilize to collaborate with the BPUB Health and Safety Department to customize the training program specifically for the training audience.
4. Describe the number of years the company has been involved with similar projects. Describe the experience, education and training of the Firm's key personnel assigned to carry out this project. Provide three references, including names, current telephone numbers and email address, for whom the Firm has completed projects similar to that described in this RFP.
5. Complete and sign the Cost Sheet provided to include the Firm's total expenses for this project.

### **REFERENCE CHECKS**

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

### **BUSINESS REQUIREMENTS**

Firms shall respond to each of the items listed below. Respondents are encouraged to recommend as part of their proposal, additional options, features or measures to help the BPUB meet its objectives in the spaces provided below or on a separate sheet of paper.

### **UNAUTHORIZED COMMUNICATIONS**

After release of this solicitation, Firm's contact regarding this RFP with members of the RFP evaluation, interview or selection panels, and employees of the BPUB or officials of the BPUB other than the Purchasing Manager or Purchasing Staff is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Firm shall have any contact or discussion, verbal or written, with any members of the BPUB Board of Directors, members of the RFP evaluation, interview, or selection panels, BPUB staff, or directly or indirectly through others, seek to influence any BPUB Board member, BPUB staff regarding any matters pertaining to this solicitation, except as herein provided. If a representative

of any Firm violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Firm being disqualified from the procurement process.

## **INSURANCE REQUIREMENTS**

Brownsville PUB, in its sole discretion, may require at Firm's expense certain insurance guaranteeing performance and payment of the services to be provided hereunder and may require at Firm's expense to maintain in force certain types of insurance during the time services are being performed. Insurance must be underwritten by companies acceptable to Brownsville PUB and authorized to do business in the State of Texas. True and correct copies must be filed with Brownsville PUB prior to the commencement of performing service hereunder.

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

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

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

Commercial General Liability  
Personal injury and property damage –  
\$1,000,000.00 combined single limit each occurrence and  
\$1,000,000.00 aggregate

Business Automobile Liability for all vehicles:

Bodily injury and property damage –  
\$500,000.00 combined single limit each accident

Excess Umbrella Liability:  
\$1,000,000.00

- C. Firm shall add the BPUB and the City of Brownsville, together with their respective Commissioners, Board Members and employees, as additional insureds on all required insurance policies, except workers' compensation/employer's liability insurance. The insurance certificate(s) shall provide for thirty (30) calendar days advance notice to BPUB of any policy cancellation. The Commercial General Liability and Excess Umbrella Liability

Policy shall be of an “occurrence” type policy. The Commercial General Liability shall also include protection against claims insured by usual personal injury liability coverage and coverage for contractual liability assumed by Firm.

D. Firm shall furnish BPUB with Insurance Certificate(s) at least ten (10) calendar days prior to field work commencement, which confirm that all required insurance policies are in full force and effect.

E. BPUB and Firm waive all rights against each other and their officers, directors, agents, or employees for damage covered by any BPUB or construction contractor property insurance in effect during and after the completion of Firm’s services.

## **SCOPE OF SERVICES**

Training is for all employees who supervise, design operations, or perform maintenance work on electric equipment with voltage ratings from 50 volts and greater as per OSHA CFR 1910.332(b) &(c) and NFPA 70E.

### **I. Introduction**

- a) Terms and definitions (70E and OSHA)
- b) Hazards of Electricity
  - 1. Shock
  - 2. Arc
  - 3. Blast

### **II. Performing an Electrical Hazard Analysis**

- a) Determining nominal voltage
- b) Shock Approach Distances
- c) The Arc Flash Boundary
- d) Determining PPE if no Arc Flash Hazard Analysis is performed
- e) How to choose PPE based on the hazard
- f) Hazard vs. risk

### **III. Personal Protective Equipment (PPE)**

- a) Inspection, maintenance and testing of:
  - 1. Head and hearing protection
  - 2. Eye and face protection
  - 3. Arc flash protection
  - 4. Types of clothing
  - 5. Use of dielectric footwear
  - 6. Rubber protective equipment
    - I. Gloves
    - II. Blankets and shields
- b) Using the NFPA 70E tables properly
- c) Determining the correct arc rating of PPE
- d) Using NFPA 70E Annex H, “Guidance on Selection of PPE”
  - 1. Simplified two-category system
  - 2. Guidance on selection of PPE when an Arc Flash Hazard Analysis is performed
  - 3. Use of 8 and 40 cal/cm<sup>2</sup> PPE

### **IV. Energized Work**

- a) Energized electrical work policy
- b) Guarding energized electrical equipment
- c) Energized Electrical Work Permits
  - 1. Exceptions
- d) Establishing a safe work zone

## **V. De-energized Work**

- a) Placing equipment in an Electrically-Safe Work Condition
- b) Switching procedures
- c) Clearance orders
- d) Safety Electrical One-Line Diagrams
- e) Identifying “Look-Alike” equipment
- f) Use of voltage detection equipment
  - 1. Selection of the proper voltage tester
  - 2. Limitations of common voltage testers
  - 3. Verifying meter operation before use
  - 4. Choosing the correct PPE
  - 5. Safe operation and use
  - 6. Verifying meter operation after use
  - 7. Induced voltages vs. back feeds
  - 8. Testing taped connections

## **VI. Specific Equipment Hazards**

- a) Circuit breakers and switches
- b) Transformers
- c) Instrument transformers

## **VII. Hands-On Lab Sessions**

- a) Inspecting PPE and insulated tools
- b) Interpreting Arc Flash Hazard Labels
- c) Proper use of the NFPA 70E Tables
- d) Performing a JHA
- e) Choosing and using voltage detection equipment

## **LAB SESSIONS**

### **I. Performing a hazard identification and risk assessment (performed as a group)**

- a) Review of single-line diagram
- b) Developing LOTO procedure for equipment
- c) Completion and review of JHA and LOTO forms
  - 1. Arc flash hazard
  - 2. Shock hazard
  - 3. Arc blast hazard
  - 4. Choosing PPE required
  - 5. Safe work zone requirements
  - 6. Safety backup requirements

### **II. Planning and assessment of lab sessions (performed as a group)**

- a) Absence of voltage testing of medium-voltage switchgear
- b) Grounding of medium-voltage switchgear
- c) Changing medium-voltage air switch fuses

- d) Inserting and removing (racking) medium-voltage circuit breaker

### **III. Inspection of PPE and arc-rated clothing** (performed in pairs)

- a) Inspection of PPE
- b) Completion of PPE inspection form

### **IV. Performance of lab sessions** (individually)

- a) Absence of voltage testing of medium-voltage switchgear
- b) Grounding of medium-voltage switchgear
- c) Changing medium-voltage air switch fuses
- d) Inserting and removing (racking) medium-voltage circuit breakers

Training institution shall provide learning exercises, hands-on practice assignments, skill practice, and a reference literature. Note: Firm is to provide certificate of completion to each participant who completes the course.

### **Audience**

All employees who supervise, design operations or perform maintenance work on electric equipment with voltage ratings from 50 volts and greater.

Number may vary, approximately 125. BPUB reserves the right to reduce or increase the number of participants.

### **Number of training hours**

Will vary based on the number of sessions required to meet the overall objectives.

### **Target training dates**

Six Sessions. It will vary based on the number of hours per session and the number of sessions required to meet the overall objectives:

- Session 1: 3/26-3/27
- Session 2: 4/02-4/03
- Session 3: 4/16-4/17
- Session 4: 4/30-5/01
- Session 5: 5/21-5/22
- Session 6: 6/04-6/05
- Final/7<sup>th</sup> (make up session) Dates TBD

## **EVALUATION CRITERIA**

All responses must be completed and convey all of the information requested in order to be considered responsive. If the statement of qualifications fails to conform to the essential requirements of the RFP, BPUB alone will determine whether the variance is significant enough to consider the response susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award. Only the information provided with the response, subsequent discussions and clarifications provided in writing are used in the evaluation process and award determination. This statement of qualifications will be evaluated by a review panel on the basis of the criteria listed below. Relative weights of each criterion are listed. Only these criteria will be considered in the award determination. Rate x Weight = Total score. Total possible points equal 100.

Rating: Based on points awarded, ranging from 1(worst) to 5 (best)

Weight: Based on points awarded, ranging from 1(least important) to 5 (most important)

Total: Total Points = Rating X Weight

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

### **1. Training Content (Weight: 5) (25 points maximum)**

The Firm's proposal must address and provide information regarding the training content, learning exercises, hands-on practice assignment, skill practice, required literature, and certificate of completion mentioned in the scope of services. The Firm will provide additional sheets of paper with required information, if necessary.

### **2. Training Methodology (Weight: 5) (25 points maximum)**

BPUB is interested in the Firm's understanding of the project and their approach to the training methodology. The Firm must include specific details that describe the methods, approach and expected outcomes.

### **3. Customization (Weight: 4) (20 points maximum)**

BPUB is interested in the Firm's approach to customize the training to meet the needs of the project. The Firm must describe the methods for customization with details to support.

### **4. Prior Performance on a Similar Project (Weight: 3) (15 points maximum)**

BPUB is interested in the Firm's prior performance on similar projects.

### **5. Cost/Budget (Weight: 3) (15 points maximum)**

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



## Cost Sheet

### Electrical Safety (Arc Flash) Training, RFP 032-25

**Section A:** The Firm shall take into account **all** incurred expenses and cost of services, including but not limited to training delivery, materials and travel expenses. List any additional, miscellaneous expenses in Item 3.

Item	Product/Service Description	Training Hours	Cost Per Hour
1	Electrical Safety (Arc Flash) Training, Scope of Services, Sections I – VII		\$
2	Lab Sessions, Sections I – IV		\$
3	Additional expenses, if applicable		
	a.		\$
	b.		\$
	c.		\$
<b>Total Cost</b>			<b>\$</b>

#### Section B: Comments

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#### Section C: Firm Information

**Company Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

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

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

**Authorized Representative:** \_\_\_\_\_

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

**(Failure to sign this cost sheet will disqualify the proposal.)**

**Date:** \_\_\_\_\_





## NOTICE OF AWARD

TO: (Insert Firm's Information)

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**Project Description:** Electrical Safety (Arc Flash) Training (P032-25)

Dear:

The Owner, BPUB has considered the proposal submitted by you for the above-described Work in response to its Legal Notice and Invitation to Proposal dated \_\_\_\_\_, and Instruction to Firms.

You are hereby notified that your proposal has been accepted in the final Contract Price amount of \$ \_\_\_\_\_

You are required by the Instructions to Firms to execute the Professional Consulting and Technical Service Contract and furnish any required certificate of insurance, within ten (10) calendar days from the date you receive this Notice.

You are required by the Information for Firms to execute the Agreement within ten (10) calendar days from the date of this Notice to you.

If you fail to execute this Agreement and furnish any required Insurance Certificates, or other certifications within ten (10) calendar days from the date of this Notice, the Owner will be entitled to such other rights as may be granted by law and equity.

You are required to promptly sign and return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_

## ACCEPTANCE OF NOTICE OF AWARD

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

\_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

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

Title:

## **PROFESSIONAL CONSULTING AND TECHNICAL SERVICES CONTRACT**

This Professional Consulting and Technical 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] (“**Consultant**” and together with Brownsville PUB, the “**Parties**,” and each a “**Party**”).

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

WHEREAS, Brownsville PUB desires to engage Consultant to provide the said services under the terms and conditions hereinafter set forth, and Consultant 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.

Consultant agrees to perform the professional consulting and technical 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 professional consulting and technical services to be performed under the terms and conditions of this Contract and described under any additional written Work Orders, pursuant to Paragraph 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 Consultant 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 Consultant’s standard format, will be submitted by Consultant to Brownsville PUB, as well as any supporting documentation requested by Brownsville PUB. Statements will be based on Consultant’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 Consultant. If Brownsville PUB disapproves of any charge, in whole or in part, it shall provide written notice to Consultant of the reasons

therefor. Brownsville PUB shall make whole or partial payment to Consultant within thirty (30) days of receipt of a statement.

B. Brownsville PUB will reimburse Consultant 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 Consultant accompanied by receipts and supporting documentation reasonably acceptable to Brownsville PUB. All Consultant 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 Consultant.

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 Consultant in connection with such taxes, duties, and charges, or any taxes imposed on, or regarding, Consultant's income, revenues, gross receipts, personnel, or real or personal property or other assets.

D. Consultant 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 Consultant for a period of not less than five (5) years and shall be made available to Brownsville PUB for inspection or copying upon reasonable request during regular business hours at Consultant's offices.

#### 4. Consultant's Standard of Care

Consultant shall 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 consultant 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. Consultant assigns to Brownsville PUB, Consultant'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 Consultant while working for or on behalf of Brownsville PUB, which relate to, is suggested by, or results from Consultant's provisions of the Services or this Contract and depends on either:

- i. Consultant'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. Consultant shall disclose any such item described in subsection A of this Section 5 to Brownsville PUB. Consultant 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 Consultant by Brownsville PUB, which Consultant may file within one year after termination of this Contract, shall belong to Brownsville PUB, and Consultant 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 Consultant 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 Consultant 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. Consultant 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 Consultant'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, Consultant hereby designates Brownsville PUB as Consultant's attorney-in-fact and agent, solely and exclusively to act for and on Consultant's behalf to execute and file such documents with the same legal force and effect as if executed by Consultant and for no other purpose.

E. Consultant owns the discoveries, improvements, inventions, or intellectual property made or conceived by Consultant 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 Consultant, 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 Consultant'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 Consultant's breach of this Contract; (ii) is obtained by Consultant on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) Consultant establishes by documentary evidence, was in Consultant's possession prior to Brownsville PUB's disclosure hereunder; or (iv) was or is independently developed by Consultant without using any Confidential Information. Upon Brownsville PUB's request, Consultant shall promptly return all documents and other materials received from Brownsville PUB. Brownsville PUB shall be entitled to injunctive relief for any violation of this Section.

7. Insurance.

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

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

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

Commercial General Liability

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

Business Automobile Liability for all vehicles:

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

Excess Umbrella Liability:

\$1,000,000.00

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

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

D. Consultant 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. CONSULTANT 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 CONSULTANT OR ITS AGENTS OR EMPLOYEES.**

**B. EXCEPT FOR CONSULTANT'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SUBSECTION A OF THIS SECTION 8, TO THE EXTENT ALLOWED BY TEXAS LAW GOVERNING PUBLIC ENTITIES, CONSULTANT'S TOTAL LIABILITY TO BROWNSVILLE PUB FOR ANY LOSS OR DAMAGES FROM**

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

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 Consultant 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 Consultant each binds itself and its successors, executors, administrators and assigns to the other parties of this Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Contract. 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, Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Consultant 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 Consultant 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 Consultant is not effective for the purpose it is being performed. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder provided such compensation is approved by Brownsville PUB in its sole discretion. The method of compensation herein shall be as provided in Section 3 of this Contract.

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

Subject to Section 8, Consultant agrees that Brownsville PUB shall have all rights and remedies afforded to it at law to recover any damages sustained by Brownsville PUB in connection with the work performed by Consultant under 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 Consultant prohibiting further actions inconsistent with Consultant'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 Consultant. If the Contract is terminated by Brownsville PUB as provided herein, Consultant 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. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, provided such compensation is approved by Brownsville PUB, which shall not be unreasonably withheld. The method of compensation herein shall be as provided in Section 3 of this Contract.

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

Consultant agrees that Brownsville PUB shall have all rights and remedies afforded to it at law to recover any damages sustained by Brownsville PUB in connection with the work

performed by Consultant under 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 Consultant's compensation, which are mutually agreed upon by and between Brownsville PUB and Consultant shall be incorporated in written amendments to this Contract called "Work Orders".

14. Reports and Information.

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

15. Civil Rights.

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

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

20. Force Majeure.

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, Consultant'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 Consultant 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. Consultant shall control the conditions, time, details, and means by which Consultant performs the Services. Brownsville PUB shall have the right to inspect the work of Consultant solely for the purpose of determining whether the work is completed according to this Contract and any applicable Work Order.

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

C. Consultant 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 Consultant hereunder.

31. Counterparts.

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

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

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

[ENTER VENDOR'S NAME]

By: \_\_\_\_\_

[NAME OF AUTHORIZED SIGNER]

[TITLE OF SIGNER]

PUBLIC UTILITIES BOARD OF THE  
CITY OF BROWNSVILLE, TEXAS

By: \_\_\_\_\_

Marilyn D. Gilbert, MBA  
General Manager and CEO

## EXHIBIT “A”

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

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

### ADD SCOPE OF SERVICES

## EXHIBIT “B”

### COMPENSATION FOR PROJECT/TYPE OF SERVICES TO BE PROVIDED

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

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

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



## EXHIBIT “C”

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

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

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

## **Attachment 1**

### **Consultant's Service Providers**



## NOTICE TO PROCEED

DATE:

TO: (Insert Service Provider's Information)

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

RE: Notice to Proceed for the Electrical Safety (Arc Flash) Training (P032-25)

Dear \_\_\_\_\_:

The Brownsville PUB has received the executed Professional Consulting and Technical Service Contract, and required insurance certificates; therefore, this Notice to Proceed letter is being issued to proceed with the electrical safety (Arc Flash) training. As of \_\_\_\_\_, 20\_\_, you are to start performing your obligations under the Contract Documents. The duration of this Contract is \_\_\_\_\_ in length and will end \_\_\_\_\_ from the date of this letter. As you proceed, and find the need for any information or assistance, please contact \_\_\_\_\_ at (956) 983-\_\_\_\_\_.

Thank you,

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

\_\_\_\_\_

## REQUIRED FORMS CHECKLIST

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

NAME	FORM DESCRIPTION	SUBMITTED WITH BID	
		YES	NO
Legal Notice	Acknowledgement Form	<input type="checkbox"/>	<input type="checkbox"/>
	Debarment Certification	<input type="checkbox"/>	<input type="checkbox"/>
	Ethics Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Conflict of Interest Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
	Certification of Interested Party Form 1295	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification	<input type="checkbox"/>	<input type="checkbox"/>
	State Law Verification	<input type="checkbox"/>	<input type="checkbox"/>
	House Bill 89 Verification	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions	Proposal Schedule/Cost sheet completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
	Cashier Check or 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 Firm, by signing and executing this proposal, certifies and represents to the Brownsville Public Utilities Board that Firm has not offered, conferred or agreed to confer any pecuniary benefit, as defined by (1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to this proposal; the Firm also certifies and represents that they have not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal, the Firm certifies and represents that they have neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Brownsville Public Utilities Board concerning this proposal on the basis of any consideration not authorized by law; the Firm also certifies and represents that they have not received any information not available to other Firms so as to give the undersigned a preferential advantage with respect to this proposal; the Firm further certifies and represents that they have not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Firm will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Brownsville Public Utilities Board in return for the person having exercised their person's official discretion, power or duty with respect to this proposal; the Firm certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the Brownsville Public Utilities Board in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

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

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

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

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

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

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

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

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

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

FEDERAL ID#: \_\_\_\_\_ AND/OR SOCIAL SECURITY #: \_\_\_\_\_

**DEVIATIONS FROM SPECIFICATIONS IF ANY:**

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

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY  
MATTERS (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, Local) terminated for cause or default.

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

---

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

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

\_\_\_\_\_  
Date

---

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

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b> Name of vendor who has a business relationship with local governmental entity.                 </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)                 </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b> Name of local government officer about whom the information is being disclosed.                 </div> <div style="border: 1px solid black; height: 40px; margin-top: 5px; text-align: center; font-size: small;">Name of Officer</div>		
<div style="border: 1px solid black; padding: 2px;"> <b>4</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.                 </div> <div style="border: 1px solid black; height: 150px; margin-top: 10px; padding: 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> 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.                 </div> <div style="border: 1px solid black; height: 60px; margin-top: 5px;"></div>		
<div style="border: 1px solid black; padding: 2px;"> <b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).                 </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="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">                         Signature of vendor doing business with the governmental entity                     </div> <div style="width: 35%;">                         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

- (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.		<b>OFFICE USE ONLY</b>		
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>				
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>				
<b>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.</b>				
<b>4</b>	<b>Name of Interested Party</b>	<b>City, State, Country (place of business)</b>	<b>Nature of Interest (check applicable)</b>	
			<b>Controlling</b>	<b>Intermediary</b>
<b>5 Check only if there is NO Interested Party.</b> <input style="width: 40px; height: 20px; border: 1px solid black;" type="checkbox"/>				
<b>6 UNSWORN DECLARATION</b>				
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)				
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>				

## 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:

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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 Proposal P032-25 (the "RFP"), 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 Price <input type="checkbox"/> Time and Material <input type="checkbox"/> Not to Exceed <input type="checkbox"/> Cost Plus Fixed Fee <input type="checkbox"/> Other, Specify: _____

[illegible]

# CONFIDENTIAL

Form **W-9**  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

## 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>	
<input type="text"/>	<input type="text"/>
<b>or</b>	
<b>Employer identification number</b>	
<input type="text"/>	<input type="text"/>

### 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.

**Sign Here**    Signature of U.S. person

Date

## 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



# CONFIDENTIAL

Form **W-8BEN-E**

(Rev. October 2021)

Department of the Treasury

Internal Revenue Service

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

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

OMB No. 1545-1621

### Do NOT use this form for:

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

### Instead use Form:

## Part I Identification of Beneficial Owner

**1** Name of organization that is the beneficial owner

**2** Country of incorporation or organization

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

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

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

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

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

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

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

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

Country

**7** Mailing address (if different from above)

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

Country

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 59689N

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