



AND

**REQUEST FOR PROPOSALS
P013-26**

The Brownsville Public Utilities Board will accept electronic and/or sealed proposals for ArcGIS ESRI Utility Network Migration, **until 5:00 PM, January 14, 2026**, in the Brownsville PUB Purchasing Department, located at 1155 FM 511, Olmito, Texas 78575. **Proposals received after this time will not be considered.**

Proposals will be publicly opened and read aloud on January 15, 2026 at 10:30 AM. Firms can call in at 10:30 AM, January 15, 2026 to (956) 214-6020 to listen to the proposal opening.

Brownsville Public Utilities Board utilizes the Texas Purchasing Group to post Request for Proposal (RFP) and bid opportunities. Registration is available at [registering on Bidnet Direct's Texas Purchasing Group](#), if you haven't already registered.

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

Please mark on the outside of the envelope and on any carrier's envelope: "P013-26 SEALED PROPOSALS FOR ARCGIS ESRI UTILITY NETWORK MIGRATION, JANUARY 14, 2026, 5:00 PM", and send to the attention of Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

The Brownsville Public Utilities Board will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed proposals to the Brownsville Public Utilities Board, Purchasing Office by the given deadline above. **Proposals will be accepted via electronic transmission through Bidnet, only.**

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

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof.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

BY: ***Diane Solitaire***
Purchasing and Materials Manager
Phone: (956) 983-6366

INSTRUCTIONS TO PROPOSERS
Please submit this page upon receipt.
ACKNOWLEDGEMENT FORM
P013-26 ArcGIS ESRI Utility Network Migration

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

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

Check one:

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

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

Email: _____

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

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

Date: _____

Company: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ E-mail: _____

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

REQUEST FOR PROPOSAL

ArcGIS ESRI Utility Network Migration

GENERAL BACKGROUND

The BPUB System and Organization

BPUB is an agency formed by the City of Brownsville, Texas, under Article VI of its Home Rule Charter. The Board is organized for the purpose of aiding and acting on behalf of the City to manage and control the City's municipally owned electric, water and wastewater systems.

BPUB is governed by the Board of Directors ("Board"), which has control and management supervision of all affairs of the utility as detailed below. The Board holds a regular meeting once a month and occasionally holds special meetings and workshops.

The Brownsville Public Utilities Board (BPUB) is a component unit of the City of Brownsville, Texas and is 92.91% participant of the Southmost Regional Water Authority (SRWA). The BPUB was formed in 1960 to provide electrical, water, and wastewater services to its customers in the Brownsville area, and the Authority provides treated water to various areas of the lower Cameron County. Pursuant to the City's Charter, management, operation, and control of the City's combined water, wastewater, and electric utilities system is delegated to the BPUB, and the Authority has a mutual agreement with the BPUB authorizing the BPUB to manage all accounting and reporting functions. The Authority is comprised of all of the territory contained within the City of Brownsville, the City of Los Fresnos, the Town of Indian Lake, Brownsville Navigation District of Cameron County, and Valley Municipal Utility District No. 2 of Cameron County.

The BPUB governance is comprised of seven-member Board of Directors, six of whom are appointed by the City Commission to a four-year term, and the seventh member reserved for the City's Mayor, serving ex-officio. The Board appoints a General Manager and Chief Executive Officer who is responsible for the management of all BPUB employees and for administering all affairs of the BPUB.

BPUB executive administration includes a general manager/chief executive officer, an assistant general manager/chief operations officer, a chief administrative officer, a chief legal officer, and a chief financial officer that oversee specific divisions. BPUB employs approximately 607 employees. BPUB's fiscal year is a 12-month period ending September 30th of each year.

The **Electric System** provides retail electric service through its electric facilities to consumers inside and outside the city limits. The existing customer service area of the electric facilities encompasses approximately 133 square miles of Cameron County, including substantially the entire City (estimated by the Public Utilities Board at over 96%). The electric system serves a growing base of about 54,008 customers and serves a peak load of 301 MW. Current power supply resources, mainly owned by the BPUB, are sufficient to cover demand for the regulatory planning horizon.

BPUB meets its power supply obligations through a combination of resources: (i) the operation of the Silas Ray Power Production Facilities owned and operated by the BPUB (composed of one conventional steam turbine unit and a re-powered steam turbine in Combined Cycle with a combustion turbine and a GE LM6000 gas turbine generator for an estimated gas fired capability of 115 MW), (ii) the operation of the Calpine/Hidalgo combined cycle Power Plant in which BPUB has an ownership interest entitling it to 105 MW of capacity, (iii) a Power Purchase Agreement with Constellation Energy Generation, LLC, formerly ,Constellation Energy Corporation entitling BPUB to 78 MW of renewable energy, (iv) a Power Purchase Agreement with AEP Energy Partners, Inc. entitling the Board to an estimated 65 MW of energy, and (v) economy energy purchases via the ERCOT Energy Market.

The **Water System** draws raw water from the Rio Grande River and consists of a river rock weir, a river pump station, two reservoirs providing 187 million gallons total capacity, and a raw water transport system. Surface water treatment is achieved by two water treatment plants providing 40 million gallons per day (MGD) of total capacity (20 MGD treatment capacity each). Two clear wells provide 6.585 million gallons storage capacity, and four elevated storage tanks provide 7 million gallons of elevated storage capacity. Water is pumped by three high-service pumping stations into the distribution system which consists of 715 miles of transmission and distribution mains. BPUB mainly sells to residential and commercial customers, but also sells treated water on a wholesale basis to three other water distribution companies that amount to approximately 8.03% of revenues. The BPUB partnered with the SRWA and built a 7.5 million gallon per day reverse osmosis water treatment plant of which BPUB has 92.91% ownership. The Authority's plant completed an expansion in December 2015 to provide microfiltration pretreatment and a total production capacity up to 10 MGD. SRWA's plant includes a 7.5 million gallon storage tank.

The **Wastewater System**, consisting of collection and treatment facilities, includes gravity wastewater collection lines, 178 lift stations and two treatment plants. Wastewater is transported by lift stations and associated force mains to one of two wastewater treatment plants – the Robindale Plant or the South Plant. The Robindale Plant has a treatment capacity of 14.5 MGD and provides preliminary waste treatment with new technology, headworks facility featuring fine screens with head cell grit removal with combined compactor washer system and includes an odor control system. It also provides secondary waste treatment utilizing a Modified Ludzack-Ettinger (MLE) process of activated sludge, turbo blowers with auto dissolved oxygen control, secondary setting, ultra-violet light system, effluent cascade aeration system, sludge thickening, aerobic digestion, mechanical sludge dewatering and land disposal of sludge via a Dedicated Land Disposal (DLD) site of 137 acres. The South Plant has a treatment capacity of 12.8 MGD. The South Plant treatment process uses activated sludge, complete-mix, and aerobic digestion. Sludge is thickened and disposed of at a DLD. A two-meter belt filter press is used for bio-solids dewatering and the headwork facility includes an odor control system.

BPUB's Fiscal Years 2024-2028 Capital Improvements Plan Budget includes \$104.1 million in Electric spending requirements for transmission, distribution and power production improvements. Funding for the Electric plan is expected to be provided

primarily from current revenue with some funding from commercial paper issuance followed by the issuance of long-term debt.

It is also anticipated that the Water and Wastewater System will require approximately \$87.2 million for system improvements. Such improvements will include treatment facility improvements, reservoir, pump station and lift station improvements, and major transmission, distribution and collection improvements. It is anticipated that such improvements will be financed through a combination of current revenues, the issuance of commercial paper followed by the issuance of long-term debt, Impact Fees, and grants.

The BPUB has authorized commercial paper programs for the Combined Utility Systems of \$100 million in tax-exempt commercial paper.

PROJECT SUMMARY

The Brownsville Public Utilities Board (BPUB) is accepting proposals from qualified firms to support and perform our migration to the ESRI Utility Network (UN) to replace the existing legacy ArcGIS system for BPUB's electric, water, and wastewater assets. This undertaking would include a readiness assessment, development of a roadmap to assist BPUB to confidently plan our migration, and ultimately the implementation of the ESRI Utility Network (UN).

PROJECT BACKGROUND

The Brownsville Public Utilities Board is a municipally owned utility that provides electric, water, and wastewater services to the City of Brownsville and surrounding areas. BPUB has a service area of approximately 65.6 square miles. BPUB currently has 60k electric meters, 60k water meters, and 54k wastewater customers. Our utility GIS data is fairly comprehensive and is modeled on ESRI's geometric network and stored and maintained within an Oracle versioned enterprise geodatabase. Network tracing is currently enabled for our electric network at this time. BPUB currently views and manages our utility GIS data in ArcMap 10.8.1 and we use the ArcFM suite of products. We are currently on ArcGIS Enterprise version 10.9.1 and use ArcGIS Online to support sharing of our GIS data internally and externally. Like many other utilities, our goal is to migrate to ESRI's UN so that we can use ArcGIS Pro as our primary GIS management tool. BPUB is currently on a ESRI small utility enterprise agreement.

OBJECTIVE

The BPUB is soliciting competitive sealed proposals from interested firms that are able to support and perform our migration to the ESRI Utility Network (UN) to replace the existing legacy ArcGIS system for BPUB's electric, water, and wastewater assets.

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

SCOPE OF SERVICES OVERVIEW

This project will consist of the following activities to be performed by the selected vendor with support from BPUB's GIS team.

- Project Management: Vendor will work closely with BPUB Project Manager (PM) to create and refine the project schedule to accommodate the needs and availability of both parties. Vendor will manage project schedule, coordinate assigned project resources, coordinate project communications and meetings, and coordinate project billing.
- Project Kickoff: Vendor will host a project kickoff meeting and outline a common understanding of tasks, deliverables, project assumptions and overall project schedule.
- Coordinate Workshop Meetings: Vendor will coordinate workshop meetings with BPUB project manager and develop meeting schedule. Vendor will work subject matter experts (SME's) to review existing legacy documentation and plan requirement sessions to ensure that there is broad support of the project and set project expectations.
- Utility Network Organization Audit and Roadmap: Vendor will conduct an audit of all existing and planned integrations, customizations, and third-party applications currently in use at BPUB. This audit will ensure a common understanding of all functionality that must be carried over into the Utility Network environment and serve as the basis to derive detailed business and technical requirements needed for effective planning. This audit will also evaluate if BPUB can eliminate use of ArcFM products and rely on out of the box UN functionality to support our needs. Vendor will meet with relevant BPUB stakeholders to gather the information needed to sufficiently understand how to carry over the existing functionality of integrations and customizations into the UN. Through the audit vendor will determine UN support for each BPUB integration and customization and advise if they are: Unnecessary in the UN, Unsupported in the UN, supported out of the box in UN, supported in UN through customization, or supported in UN by third-party application(s).

Vendor will consolidate findings from organization audit into a roadmap report. The roadmap report will address the following:

- Opportunities and challenges provided by the UN implementation
- Significant risks to a successful UN implementation
- Outline of tasks to be performed and timeline
- Identify internal and external resources required for a successful UN implementation
- Estimated timeframe and budgetary range to complete the UN implementation

- Utility Network Data Assessment: Vendor will conduct a data assessment to ensure a smoother transition to a full UN implementation. The data assessment will compare our current data model to ESRI UN model to determine if there are data issues that need to be addressed prior to migration to the UN. The data assessment will:
 - Identify source data updates that need to be made
 - Identify UN errors that prevent enabling topology and configuring subnetworks
 - Identify subnetworks errors that prevent the Electric feeders from building
 - Identify and document rules and configuration required to support the connectivity, network tier, and device groupings required for the Electric UN configurations
 - Identify source data relationships to convert to UN associations
 - Identify additional potential UN associations

Vendor will review data model gaps, data quality issues, and data assessment results with BPUB and develop a data assessment report. The data assessment report should detail findings from the assessment, identify data cleanup tasks that can be automated or performed manually, and outline a data migration strategy.

- Data Migration: Vendor will assist in setup and configuration of new Enterprise GDB that will host the new UN datasets, the database will be designed and configured based on current industry standards. Geometric network datasets will be migrated to the new UN data model and vendor will ensure data integrity and continuity. Vendor will ensure UN network rules are in place and complete acceptance testing to ensure that all is working as expected. Vendor could perform migration to new database and keep data synchronized between production (geometric network) and newly created UN database until we are ready for move into full production. Alternatively, this could initially be done in our Test environment and replicated in Production for go live. BPUB is open to consider recommended solutions proposed by vendor to accomplish this task.
- Training and Documentation: Vendor will provide training in a train the trainer format to be performed before go-live. This training would include administrator training and end-user training. The administrator training would instruct a user how to manage and maintain the UN, adding users and updating permissions, data integrity checks, branch networking, and troubleshooting network errors. The end-user training would instruct a user how to navigate, edit, query, analyze, and run network traces on the UN. All documentation related to trainings, data cleanup, system architecture, etc., will be provided to BPUB for future use with the exception of any documents deemed proprietary by the vendor.

- Deployment and Go-Live Support: Vendor will develop a go-live plan that ensures minimal downtime and disruption. Vendor will provide support during the go-live process and post-cutover.

MINIMUM QUALIFICATIONS

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

1. Provide evidence of at least five (5) years scope of services specific experience in GIS and ESRI Utility Network implementation.
2. Provide a listing of at least three (3) previous ESRI Utility Network implementation clients, preferably large public entities, specifying the scope and dates of services, and contact information, including names, addresses, email addresses, and telephone numbers.

COMPANY-CUSTOMER RELATIONSHIPS

1. Discuss the means of maintaining relationships between the company and a client. Describe the customer service offered to clients.
2. Provide the name, title, email address and telephone number of the individual within the company who will serve as the primary contact should a contract be awarded based on this Proposal.
3. Describe the company's ability to maintain a high level of effective communication with BPUB.

BUSINESS REFERENCES

In addition to business references that can attest to the effectiveness and efficiencies of the product or service firms are proposing, the following information must also be provided under this section:

1. Details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with BPUB.
2. A statement on whether or not your company is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If yes, please explain the impact both in organizational and directional terms.
3. A statement on whether or not your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

4. A statement on how long your company has been in business under the current name.

INSTRUCTIONS TO RFP RESPONDENTS

Firms must submit one (1) electronic version of the entire proposal document or one (1) hardcopy in a sealed package. Brownsville Public Utilities Board **will accept electronic transmission** of sealed bids via **Bidnet, only**. Proposals shall be submitted to the BPUB Purchasing Office, 1155 FM 511, Olmito, Texas, no later than **5:00 PM on January 14, 2026**.

Sealed envelope must be clearly labeled as follows:

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

**P013-26 SEALED PROPOSALS FOR ARCGIS ESRI UTILITY
NETWORK MIGRATION, JANUARY 14, 2026, 5:00 PM.**

CONTRACT WITH FIRM/ENTITY INDEBTED TO BPUB

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

FIRM REPRESENTATIVE

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

VENDOR ACH (DIRECT DEPOSIT) SERVICES

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

TAX IDENTIFICATION NUMBER (TIN)

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

TAXES

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

SIGNING OF PROPOSAL

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

EEOC GUIDELINES

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

CONTRACT AND TERM

The services shall be performed in Brownsville, Texas. A professional consulting and technical services contract for the services will be placed into effect after evaluation and final approval by BPUB Board of Directors. Project completion target date is October 2027.

BROWNSVILLE PUB RIGHTS

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

CORRECTIONS

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

PROJECTED PROJECT TIMELINE

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

RFP advertised	December 13 and 20, 2025
Last day to submit questions	December 23, 2025
Proposals due	January 14, 2026 by 5:00 PM
Proposal Acknowledgement	January 15, 2026 at 10:30 AM
Proposals evaluated	January 19 – February 20, 2026
Board approval of contract award	March 9, 2026 (tentative)
Project Start Date	TBD

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.

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.

UNAUTHORIZED COMMUNICATIONS

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

PROPOSAL INFORMATION

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

Direct any questions to Diane Solitaire via email at dsolitaire@brownsville-pub.com.

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

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

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

with respect to any and all opportunities for discussion, clarification, and explanation of proposals.

PROPOSAL SUBMISSION REQUIREMENTS

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

The proposals must be structured, presented, and labeled in the following manner:

 - Tab 1 – Table of Contents
 - Tab 2 – Executive Summary
 - Tab 3 – Firms and Project Work Plan
 - Tab 4 – Key Personnel
 - Tab 5 – Background, Experience, and References
 - Tab 6 – Exceptions
 - Tab 7 – Price (Proposal Cost Sheet)
 - Tab 8 – Certifications and Other Required Forms
- d. Failure to follow the specified format, label the responses correctly, or address all of the subsections may, at the BPUB's sole discretion, result in the rejection of the Proposal. Proposals should not contain extraneous information. All information

presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to the appropriate place within the body of the Proposal. The Proposal pages shall be numbered, and each section (tab) labeled.

e. Format and Content

Proposals must be organized as follows:

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

TAB 2: EXECUTIVE SUMMARY – Include the contact information, including name, title, address, phone number, and email, for Proposer’s primary representative(s) for purposes of this RFP. Limited to two (2) pages, provide a brief executive summary outlining the overall Proposal.

TAB 3: FIRMS AND PROJECT WORK PLAN

- (a) Give a summary of the Firm’s history, experience, and qualifications, including years in business, locations, size, growth, annual sales, scope of product and service lines, and customer service.
- (b) Provide a scope of work or description of activities, as well as a schedule for completion of the required work including major milestones, based on the integrations, background, and conditions.
- (c) Provide any data or effort required from the BPUB in order for the work plan to be achieved successfully.

TAB 4: KEY PERSONNEL

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

TAB 5: BACKGROUND, EXPERIENCE, AND REFERENCES

- (a) Complete the attached “Previous Customer Reference Worksheet” for each reference provided. Provide at least three (3) references within the past three (3) years of completed projects which best illustrate the experience of the Firm. To the extent possible, references should be of similar size, scope, and entity to BPUB.
- (b) Supply BPUB with a list of all organizations or municipalities for which the Proposer has provided services that are essentially equivalent to the system and services being proposed.

TAB 6: EXCEPTIONS – Discuss exceptions or requested changes, if any, to the RFP terms. Any exceptions identified must include: identification of each proposed change; and reasons for, as well as specific recommendations for, alternative language. If there are no exceptions noted, it is assumed that all such conditions, procedures, exhibits, and requirements are accepted.

TAB 7: PRICE – Complete the Proposal Cost Sheet provided herein by providing your best proposed prices. Pricing shall be inclusive of all quoted materials, travel and expenses required to complete the scope of work described in this RFP.

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

- (a) Proposal Acknowledgement Form (submit this page upon receipt, can include copy in the Proposal). Any modifications or alterations to this form shall not be accepted.
- (b) Ethics Statement
- (c) Conflict of Interest Questionnaire
- (d) W9 or W8-BEN
- (e) Insurance Requirements - Evidence of policy or ability to obtain a professional liability (E&O) policy must be submitted in order to be considered. The Firm will be required to have a professional liability policy with a minimum limit of \$1,000,000.
- (f) Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Certified statement that the Firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or Local agency. This form must be submitted in order to be considered.

EVALUATION PROCEDURE AND CRITERIA

All proposals must be completed and convey all of the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the Brownsville PUB alone will determine whether the variance is significant enough to consider the proposal unresponsive and therefore not considered for award. Only the information provided with the proposal, subsequent discussions and clarifications provided in writing, and the proposer's written Best and Final Offer, is used in the evaluation process and award determination. Only these criteria will be considered on the award determination.

BPUB will select the most qualified and responsive high technology personal technical services firm whose proposal is most advantageous to BPUB with price and other factors considered.

A BPUB committee will review the proposals submitted in response to this request and will make recommendations. The BPUB committee will review all proposals in light of the following major evaluation criteria with corresponding weights for each pertinent packet for a maximum of 100 points (not listed in order of importance).

1. Evidence of ability to meet key objectives stated in Scope of Services through detailed proposal. Weight **40**
2. References and customer referrals. Weight: **15**
3. Ability to meet BPUB's desired schedule. Weight: **15**
4. Competitive price for the proposed scope of services. Weight: **30**
5. Finalist agencies will be expected to conduct presentations during a BPUB Board of Directors meeting. Presentations may encompass (but are not limited to) past projects and demonstration of ability to understand and design based on client needs.
6. Evidence of professional liability (E&O) policy with a minimum limit of \$1,000,000. Evidence of policy must be submitted with the RFP to be considered.
7. Certified statement that the agency is not debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency. This form must be submitted with the RFP to be considered.

Maximum Points 100

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

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

PROPOSAL COST SHEET P013-26

Cost for performing the services is to be itemized below according to the major categories identified.

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

SYSTEMS UPGRADE SERVICES		
ITEM	DESCRIPTION	TOTAL COSTS
1	Project Kickoff	
2	Workshop Coordination	
3	Utility Network Organizational Audit and Roadmap	
4	Utility Network Data Assessment Refresh	
5	Data Migration	
6	Training and Documentation	
7	Deployment and Go-Live Support	
TOTAL		
ADD-ON SERVICES		
ITEM	DESCRIPTION	TOTAL COSTS
1		
2		
3		
4		
5		
6		
TOTAL		

NOTE: Fees should include all items described under the scope of services section, to include training, travel, lodging, and miscellaneous expenses.

Company Name: _____

Authorized Company Representative: _____

Authorized Company Representative: _____

Signature (Failure to sign proposal will disqualify it)

Company Address: _____

Telephone #: _____

Email: _____

****SAMPLE****

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.

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

7. Insurance.

A. 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

Cyber Liability:
\$250,000.00

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.

EXHIBIT "D"

DATA SECURITY REQUIREMENTS

1. Definitions.

Unless defined in the Contract or elsewhere in this Exhibit, capitalized terms used herein shall have the meanings set forth in this Section 1.

"Authorized Employees" means Consultant's employees who have a need to know or otherwise access Personal Information to enable Consultant to perform its obligations under the Contract.

"Authorized Persons" means (A) Authorized Employees; and (B) Consultant's permitted contractors, agents, own service providers, as each is specified on Attachment 1 to this Exhibit D who have a need to know or otherwise access Personal Information to enable Consultant to perform its obligations under the Contract, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of the Contract.

"Highly Sensitive Personal Information" means (A) an individual's government-issued identification number (including social security number, driver's license number, or state-issued identification number); (B) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; (C) biometric, genetic, health, medical, or medical insurance data; (D) geolocation data; or (E) information regarding racial or ethnic origin, religious beliefs, sex life or sexual orientation, union membership, or citizenship or immigration status.

"Personal Information" means information provided to Consultant by or at the direction of Brownsville PUB, information which is created or obtained by Consultant on behalf of Brownsville PUB, or information to which access was provided to Consultant by or at the direction of Brownsville PUB, in the course of Consultant's performance under the Contract that: (A) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (B) can be used to identify or authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or pins, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, an individual's internet activity or similar interaction history, inferences drawn from other personal information to create consumer profiles, geolocation data, an individual's commercial, employment, or education history, and other personal characteristics and identifiers), in case of both subclauses (A) and (B), including, without limitation, all Highly Sensitive Personal Information. Brownsville PUB's business contact information is not by itself deemed to be Personal Information.

"Security Breach" means (A) any act or omission that compromises either the security, confidentiality, availability, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by Consultant (or any Authorized

Persons), or by Brownsville PUB should Consultant have access to Brownsville PUB's systems, that relate to the protection of the security, confidentiality, availability, or integrity of Personal Information, (B) receipt of a complaint in relation to the privacy and data security practices of Consultant (or any Authorized Persons), or (C) a breach or alleged breach of the Contract relating to confidentiality, privacy, and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

2. Standard of Care.

A. Consultant acknowledges and agrees that, in the course of its engagement by Brownsville PUB, Consultant may create, receive, or have access to Personal Information. Consultant shall comply with the terms and conditions set forth in the Contract in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Persons. Consultant shall be responsible for, and remain liable to, Brownsville PUB for the actions and omissions of all Authorized Persons concerning the treatment of Personal Information as if they were Consultant's own actions and omissions.

Personal Information is deemed to be Confidential Information of Brownsville PUB and is not confidential information of Consultant. In the event of a conflict or inconsistency between this Exhibit and the confidentiality or compliance with law sections of the Contract, the terms and conditions set forth in this Exhibit shall govern and control.

B. In recognition of the foregoing, Consultant agrees and covenants that it shall:

- i. keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
- ii. not create, collect, receive, access, or use Personal Information in violation of law;
- iii. use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of the Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Consultant's own purposes or for the benefit of anyone other than Brownsville PUB, in each case, without Brownsville PUB's prior written consent; and
- iv. not, directly or indirectly, disclose Personal Information to any person other than its Authorized Persons, including any, subcontractors, agents, its own service providers, or auditors (an "**Unauthorized Third Party**"), without Brownsville PUB's prior written consent unless and to the extent required by government authorities or as otherwise, to the extent expressly required, by applicable law, in which case, Consultant shall (a) use best efforts and to the extent permitted by applicable law notify Brownsville PUB before such disclosure or as soon thereafter as reasonably possible; (b) be responsible for and remain liable to Brownsville PUB for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Personal Information as if they were Consultant's own

actions and omissions; and (c) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of the Contract relating to the treatment of Personal Information.

3. Information Security.

A. Consultant represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Information does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.

B. Consultant shall implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually.

C. Without limiting Consultant's obligations under section 3(A), Consultant shall implement administrative, physical, and technical safeguards to protect Personal Information from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of the Contract.

If, in the course of its engagement by Brownsville PUB, Consultant has access to or will collect, access, use, store, process, dispose of, or disclose credit, debit, or other payment cardholder information, service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Consultant's sole cost and expense.

D. At a minimum, Consultant's safeguards for the protection of Personal Information shall include: (i) limiting access of Personal Information to Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls within media, applications, operating systems, and equipment, including the use of multifactor authentication for access to any Personal Information; (vi) encrypting Personal Information stored on any media; (vii) encrypting Personal Information when transmitted; (viii) strictly segregating Personal Information from information of Consultant or its other customers so that Personal Information is not commingled with any other types of information; (ix) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Consultant's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (x) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (xi) providing appropriate privacy and information security training to Consultant's employees.

E. During the term of each Authorized Employee's employment by Consultant, Consultant shall at all times cause such Authorized Employees to abide strictly by Consultant's obligations under the Contract. Consultant further agrees that it shall maintain a disciplinary process to address any unauthorized access, use, or disclosure of Personal Information by any of Consultant's officers, partners, principals, employees, agents, or contractors. Upon Brownsville PUB's written request, Consultant shall promptly identify for Brownsville PUB in writing all Authorized Employees as of the date of such request.

Upon Brownsville PUB's written request, Consultant shall provide Brownsville PUB with a network diagram that outlines Consultant's information technology network infrastructure and all equipment used in relation to fulfilling its obligations under the Contract, including, without limitation: (i) connectivity to Brownsville PUB and all third parties who may access Consultant's network to the extent the network contains Personal Information; (ii) all network connections, including remote access services and wireless connectivity; (iii) all access control measures (for example, firewalls, packet filters, intrusion detection and prevention services, and access-list-controlled routers); (iv) all backup or redundant servers; and (v) permitted access through each network connection.

4. Security Breach Procedures.

A. Consultant shall:

- i. Provide Brownsville PUB with the name and contact information for one or more employees of Consultant who shall serve as Brownsville PUB's primary security contact and shall be available to assist Brownsville PUB twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
- ii. Notify Brownsville PUB of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Consultant becomes aware of it; and
- iii. Notify Brownsville PUB of any Security Breaches by telephone at the following number: [ENTER TELEPHONE NUMBER], with a copy by email to the individual identified in the Notices section of the Contract.

B. Immediately following Consultant's notification to Brownsville PUB of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach. Consultant agrees to fully cooperate with Brownsville PUB in Brownsville PUB's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing Brownsville PUB with physical access to the facilities and operations affected; (iii) facilitating interviews with Consultant's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by Brownsville PUB.

C. Consultant shall at its own expense use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. Consultant shall reimburse Brownsville PUB for all actual costs incurred by Brownsville PUB in

responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to Section 4(D).

D. Consultant agrees that it shall not inform any third party of any Security Breach without first obtaining Brownsville PUB's prior written consent. Further, Consultant agrees that Brownsville PUB shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in Brownsville PUB's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

E. Consultant agrees to maintain and preserve all documents, records, and other data related to any Security Breach.

F. Consultant agrees to fully cooperate at its own expense with Brownsville PUB in any litigation, investigation, or other action deemed necessary by Brownsville PUB to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Information.

In the event of any Security Breach, Consultant shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

5. Oversight of Security Compliance.

Upon Brownsville PUB's written request, to confirm Consultant's compliance with the Contract, as well as any applicable laws, regulations, and industry standards, Consultant grants Brownsville PUB or, upon Brownsville PUB's election, a third party on Brownsville PUB's behalf, permission to perform an assessment, audit, examination, or review of all controls in Consultant's physical and/or technical environment in relation to all Personal Information being handled and/or services being provided to Brownsville PUB pursuant to the Contract. Consultant shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores, or transports Personal Information for Brownsville PUB pursuant to the Contract. In addition, upon Brownsville PUB's request, Consultant shall provide Brownsville PUB with the results of any audit by or on behalf of Consultant performed that assesses the effectiveness of Consultant's information security program as relevant to the security and confidentiality of Personal Information shared during the course of the Contract, including but not limited to any Service Organization Controls (SOC) Type 2 audit.

6. Return or Destruction of Personal Information.

At any time during the term of the Contract at Brownsville PUB's request or upon the termination or expiration of the Contract for any reason, Consultant shall, and shall instruct all Authorized Persons to, promptly return to Brownsville PUB all copies, whether in written, electronic, or other form or media, of Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to Brownsville PUB that such Personal Information has been returned to Brownsville PUB or disposed of securely. Consultant shall comply with all directions provided by Brownsville PUB with respect to the return or disposal of Personal Information.

7. Equitable Relief.

Consultant acknowledges that any breach of its covenants or obligations set forth in this Exhibit D may cause Brownsville PUB irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, Brownsville PUB is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which Brownsville PUB may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in the Contract to the contrary.

8. Material Breach.

Consultant's failure to comply with any of the provisions of this Exhibit D is a material breach of the Contract. In such event, Brownsville PUB may terminate the Contract effective immediately upon written notice to Consultant without further liability or obligation to Consultant.

Attachment 1

Consultant's Service Providers

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (this "Agreement"), dated _____ (month) _____ (day) 20____ (the "Effective Date"), is entered into between Public Utilities Board of the City of Brownsville, Texas ("Party"), a municipal corporation with offices at 1425 Robinhood Drive, Brownsville, Texas 78521, and [COMPANY Name], with offices at [Address], (collectively the "Parties").

Background Statement

The Parties wish to exchange information, to hold confidential discussions, and possibly to engage in negotiations in connection with a potential business transaction at the [COMPANY Name], facility in [City, State], (the "Potential Transaction"). The Parties anticipate that they will be disclosing, receiving, reviewing, and analyzing oral and written information with respect to the Potential Transaction that is confidential, proprietary, or otherwise not publicly available. The Party disclosing information is referred to herein as the "Disclosing Party." The Party receiving information is referred to herein as the "Receiving Party." In consideration of the business discussions, disclosure of Confidential Information, and any future business relationship between the parties, the Parties have entered into this Agreement to establish terms and conditions applicable to the exchange of Confidential Information in connection with the Potential Transaction.

Agreement

1. **Non-disclosure of Confidential Information.** Receiving Party shall not disclose the Confidential Information to any person other than as expressly permitted by this Agreement, and shall take all reasonable measures to preserve the confidentiality and avoid the unauthorized disclosure of the Disclosing Party's Confidential Information, including but not limited to those steps taken with respect to the Receiving Party's own Confidential Information of like importance. Confidential Information may, however, be disclosed by Receiving Party to its directors, officers, employees, attorneys and consultants (collectively, "Representatives"), but only if such Representatives (i) need to know the Confidential Information in connection with evaluating the Potential Transaction, and (ii) such Representatives are informed by Receiving Party of the confidential nature of the Confidential Information and agree to be bound in writing to Receiving Party by confidentiality obligations at a minimum as restrictive as the terms of this Agreement. Receiving Party shall use the Confidential Information solely for the purpose of its internal evaluation of the Potential Transaction. For purposes of this Agreement, "person" shall be broadly interpreted to include the media, any corporation, company, partnership, group, individual and any governmental representative or authority. Notwithstanding the disclosure of the Confidential Information to the Representatives, Receiving Party shall remain liable for any breach of this Agreement by such Representatives. Receiving Party shall not remove any proprietary, copyright, trade secret, or other proprietary rights legends from any form of received Confidential Information.

2. **Notice Preceding Required Disclosure.** If Receiving Party or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, regulatory proceedings, stock exchange rules, audit requirements, or other applicable rules or regulations or similar process) to disclose any Confidential Information, Receiving Party, to the extent permitted by law, shall promptly notify Disclosing Party of such request or requirement and use commercially reasonable efforts to assist Disclosing Party so that it either may seek, at Disclosing Party's expense, an appropriate protective order or waive compliance with this Agreement. If, in the absence of a protective order or the receipt of a waiver under this Agreement, Receiving Party or its Representatives are, in the opinion of outside legal counsel, required to disclose

the Confidential Information or else stand liable for contempt or suffer other censure or penalty, Receiving Party and its Representatives may disclose, without liability thereunder, only such of the Confidential Information to the party requiring disclosure as, in the opinion of its outside legal counsel, is required by applicable law, rule or regulation and, in connection with such disclosure, Receiving Party and its Representatives shall use reasonable efforts to obtain from the third party to whom disclosure is made written assurance that confidential treatment will be accorded to such portion of the Confidential Information as is disclosed.

3. Definition of “Confidential Information.” As used in this Agreement, “Confidential Information” means (1) all oral and written information that is furnished to Receiving Party or its Representatives by Disclosing Party, (2) the name of the Disclosing Party and its partners or co-venturers, affiliates, and subsidiaries, (3) the fact that Confidential Information has been made available to the Receiving Party, and (4) the fact that information is being exchanged and discussions and negotiations concerning the Potential Transaction are taking place. Proprietary and intellectual property disclosed by the Disclosing Party shall remain the sole and absolute property of the Disclosing Party. No right in, or license under, any present or future proprietary or intellectual information, trade secret, invention, patent, copyright, mask work, trade name, or trademark is either offered or granted by execution of this Agreement. Any information furnished to Receiving Party or its Representatives by a director, officer, employee, stockholder, partner, co-venturer, consultant, agent, or representative of Disclosing Party will be deemed furnished by Disclosing Party for the purpose of this Agreement. Notwithstanding the foregoing, the following does not constitute Confidential Information for purposes of this Agreement: (i) information that is or becomes publicly available other than as a result of a disclosure by Receiving Party or its Representatives; (ii) information that was already known to Receiving Party on a non-confidential basis prior to being furnished to Receiving Party by Disclosing Party; (iii) information that becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or a representative of Disclosing Party if such source, to Receiving Party's knowledge, is neither subject to any prohibition against transmitting the information to Receiving Party nor bound by a confidentiality agreement with Disclosing Party; and (iv) information that is independently developed by Receiving Party or its Representatives without use of or reference to Confidential Information.

4. Return of Information. At any time during or after the term of this Agreement, at the Disclosing Party's request, the Receiving Party and its Representatives shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition, the Receiving Party and its Representatives shall also destroy all copies of any drafts, notes, compilations, studies, synopses, or summaries of Confidential Information, or any other document prepared by or for Disclosing Party and certify in writing to the Disclosing Party that such copies have been destroyed. Notwithstanding the foregoing, the Receiving Party shall not be obligated to destroy electronically stored Confidential Information to the extent that it is contained in an archived computer system backup in accordance with its security and/or disaster recovery procedures so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business or used except as required for backup or data recovery purposes.

5. No Waiver. No failure or delay in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

6. Remedies. Because money damages may not be a sufficient remedy for a breach of this Agreement by Receiving Party or its Representatives, Disclosing Party shall be entitled to specific performance and temporary and permanent injunctive relief as remedies for any such breach or threatened breach without the necessity of proving actual damages. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement by Receiving Party or any of its Representatives but will be in addition to all other remedies available to Disclosing Party at law or in equity. A Receiving Party, however, shall not be liable for any special or consequential damages, as defined by the laws of the State of Texas, which result from breach of this Agreement by the Receiving Party, or its representatives.

7. Term. Following execution of this Agreement by the Parties, the term of this Agreement shall commence with the date first above written and shall terminate on the date that is two (2) years thereafter, unless terminated earlier by mutual agreement of the Parties, provided that with respect to Confidential Information that constitutes a trade secret under the Texas Uniform Trade Secrets Act, including any amendments thereto or successor thereof, the rights and obligations contained herein shall survive such expiration or termination until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Receiving Party or its Representatives. This Agreement shall survive termination of any discussions between the Parties, the return or destruction of Confidential Information, or any termination of any other agreement, whether in effect prior to or after the date of this Agreement.

8. No Obligation or Joint Venture. The Parties hereto understand and agree that unless and until a binding definitive agreement for the Potential Transaction (following exchange of Confidential Information) has been executed and delivered by the Parties, no contract or agreement providing for the Potential Transaction among the Parties shall be deemed to exist among the Parties, and no Party will be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this or any written or oral expression thereof, except, in the case of this Agreement, for the matters specifically agreed to herein. This Agreement neither obligates a Party to deal exclusively with another Party nor prevents a Party or any of its affiliates from competing with another Party or any of its affiliates. Disclosing Party is not making any representation or warranty as to the accuracy, validity, or completeness of Confidential Information, and Disclosing Party shall not be liable to another party as a result of another party's use of Confidential Information, and such Confidential Information is provided "as is."

9. No Assignment; Successors. Receiving Party may not assign all or any part of this Agreement without Disclosing Party's prior written consent. Any assignment in violation of this Agreement shall be null and void *ab initio*. This Agreement inures to the benefit of the Parties hereto and their successors and permitted assigns and is binding on each other and each other's successors and permitted assigns.

10. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF THAT WOULD OTHERWISE DIRECT THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

11. Jurisdiction and Venue. The Parties agree that venue for any litigation arising from any dispute or claims under the Agreement shall lie in a court of competent jurisdiction situated in Cameron County, Texas.

12. Entire Agreement; Headings. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof. The headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

13. Savings Clause. If any provision of this Agreement or the application thereof to any person, place, or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

14. Attorney's Fees. In the event any action, including arbitration, is brought to enforce any provision of this Agreement, or to declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorney's fees incurred thereby.

15. No Implied Licenses. Nothing in this Agreement will be construed as granting any rights to Receiving Party, by license or otherwise, to any of Disclosing Party's Confidential Information, except as specifically stated in this Agreement.

16. Public Information Requests. Disclosing Party recognizes that Recipient is a political subdivision of the State of Texas, and as such is subject to the Texas Public Information Act ("TPIA"). Recipient agrees that it will treat any Confidential Information received from Disclosing Party as commercial or financial information exempt from disclosure pursuant to §552.110 of the TPIA. Should Recipient receive a request for public information that seeks to acquire Confidential Information, Recipient shall (a) decline to release the information for the purpose of requesting an attorney general decision, (b) within ten (10) days of the request inform the Disclosing Party's, Officer for Public Information, in writing of such request, and (c) follow the procedures set out in §552.305 of the TPIA. Recipient shall have no obligation to appeal any opinion from the Texas Attorney General determining that Confidential Information or Proprietary Materials constitute public information and directing Recipient to produce the same.

To evidence their acceptance of this Agreement, the Parties' authorized representatives have signed below effective as of the date first specified above.

**PUBLIC UTILITIES BOARD
OF THE CITY OF BROWNSVILLE, TEXAS**

[COMPANY NAME]

Name: Marilyn D. Gilbert, MBA
Title: General Manager and CEO

Name:
Title:

REQUIRED FORMS CHECKLIST

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

NAME	FORM DESCRIPTION	SUBMITTED WITH BID	
		YES	NO
Legal Notice	Acknowledgement Form	<input type="checkbox"/>	<input type="checkbox"/>
	Debarment Certificate	<input type="checkbox"/>	<input type="checkbox"/>
	Ethic Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Conflict of Interest Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Direct Deposit Form (will be provided to the awarded vendor)	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification Form	<input type="checkbox"/>	<input type="checkbox"/>
	House Bill 89 Verification		
	State Law Verification		
Special Instructions (if applicable)	Proposal Cost Sheet completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
	Tabs 1 - 8	<input type="checkbox"/>	<input type="checkbox"/>
	Complete the Previous Customer Reference Worksheet for each reference provided	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
Addenda			

ETHICS STATEMENT

(COMPLETE AND RETURN WITH PROPOSAL)

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

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

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

COMPANY: _____

AGENT NAME: _____

AGENT SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

TELEPHONE: _____ TELEFAX: _____

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

DEVIATIONS FROM SPECIFICATIONS IF ANY:

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

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

(PLEASE COMPLETE AND RETURN WITH PROPOSAL)

Name of Entity: _____

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

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

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

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative Date

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

FORM CIQ

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

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<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;">OFFICE USE ONLY</div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; border-bottom: 1px solid black; width: 80%; margin: 0 auto;">Name of Officer</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-top: 20px;"> <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> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div style="margin-top: 20px;"> <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> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. </div>		
<div style="border: 1px solid black; padding: 2px;"> 6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). </div>		
<div style="border: 1px solid black; padding: 2px;"> 7 <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 30%; text-align: center;">Name of signatory</div> <div style="border-bottom: 1px solid black; width: 30%; text-align: center;">Signature</div> <div style="border-bottom: 1px solid black; width: 30%; text-align: center;">Date</div> </div> </div>		

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received _____	
1 Name of vendor who has a business relationship with local governmental entity. _____		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center;">_____</div> <div style="text-align: center;">Name of Officer</div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<div style="margin-bottom: 20px;"> <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> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <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> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 _____ <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Name of signatory Signature Date </div>		

**BROWNSVILLE PUBLIC UTILITIES BOARD
RESIDENCE CERTIFICATION**

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

Section 1. (a)

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

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

Section 1. (b)

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

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

Signature: _____

Print Name: _____

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

Signature: _____

Print Name: _____

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

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 RFQ P018-25 (the "RFQ"), the responding Company represents that, to the extent this RFQ submission or any contracts executed in response to this RFQ 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 RFQ submission, or any contracts executed in response to this RFQ, 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 RFQ submission, or any contracts executed in response to this RFQ, 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 RFQ submission, or any contracts executed in response to this RFQ, 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

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]

FORM W-9

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 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
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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.	<table style="width: 100%;"> <tr> <td style="width: 65%;"> 1 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.) </td> <td style="width: 35%;"></td> </tr> <tr> <td colspan="2"> 2 Business name/disregarded entity name, if different from above. </td> </tr> <tr> <td style="vertical-align: top;"> 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one 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) <i>Note:</i> 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) </td> <td style="vertical-align: top;"> 4 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) _____ <i>(Applies to accounts maintained outside the United States.)</i> </td> </tr> <tr> <td colspan="2"> 3b 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"/> </td> </tr> <tr> <td> 5 Address (number, street, and apt. or suite no.). See instructions. </td> <td> Requestor's name and address (optional) </td> </tr> <tr> <td> 6 City, state, and ZIP code </td> <td></td> </tr> <tr> <td colspan="2"> 7 List account number(s) here (optional) </td> </tr> </table>	1 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.)		2 Business name/disregarded entity name, if different from above.		3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one 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) <i>Note:</i> 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)	4 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) _____ <i>(Applies to accounts maintained outside the United States.)</i>	3b 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"/>		5 Address (number, street, and apt. or suite no.). See instructions.	Requestor's name and address (optional)	6 City, state, and ZIP code		7 List account number(s) here (optional)	
1 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.)															
2 Business name/disregarded entity name, if different from above.															
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one 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) <i>Note:</i> 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)	4 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) _____ <i>(Applies to accounts maintained outside the United States.)</i>														
3b 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"/>															
5 Address (number, street, and apt. or suite no.). See instructions.	Requestor's name and address (optional)														
6 City, state, and ZIP code															
7 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.

Social security number <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Employer identification number <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
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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
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General Instructions

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

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

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

Cat. No. 10231X
Form **W-9** (Rev. 3-2024)

FORM W-8BEN-E

Form W-8BEN-E (Rev. October 2021) Department of the Treasury Internal Revenue Service	Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities) <small>► For use by entities. Individuals must use Form W-8BEN. ► Section references are to the Internal Revenue Code. ► Go to www.irs.gov/FormW8BENE for instructions and the latest information. ► Give this form to the withholding agent or payer. Do not send to the IRS.</small>	OMB No. 1545-1621
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Do NOT use this form for:

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

Instead use Form:

Part I Identification of Beneficial Owner

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

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

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

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

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

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

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

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

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

City or town, state or province. Include postal code where appropriate.	Country
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For Paperwork Reduction Act Notice, see separate instructions. Cat. No. 59689N **Form W-8BEN-E** (Rev. 10-2021)