



**Request for Proposal
for
Energy Risk Management Professional Consulting and
Technical Services**

P 029-22

**Proposal Due Date: April 20, 2022 by 5:00 PM
Proposal Acknowledgement Date: April 21, 2022 at 10:30 AM**



**LEGAL NOTICE
AND
REQUEST FOR PROPOSAL
P 029-22**

The Brownsville Public Utilities Board will accept sealed proposals for Energy Risk Management Professional Consulting and Technical Services until **5:00 PM, April 20, 2022**, in the Brownsville PUB Purchasing Office, 1155 FM 511, Olmito, Texas. **RFPs received after this time will not be considered.**

Proposals will be publicly opened and read aloud on April 21, 2022 at 10:30 AM. Firms can call in at 10:30 AM, April 21, 2022 to (956) 214-6020 to listen to the proposal acknowledgement.

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**: "RFP FOR ENERGY RISK MANAGEMENT PROFESSIONAL CONSULTING AND TECHNICAL SERVICES, P029-22, APRIL 20, 2022, 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 RFP to the Brownsville Public Utilities Board, Purchasing Office by the given deadline above. **RFPs via electronic transmission and facsimile will not be accepted.**

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

BY:

Diane Solitaire

Purchasing

Brownsville Public Utilities Board

(956) 983-6366 - Phone

Please submit this page upon receipt

ACKNOWLEDGEMENT FORM

P029-22 Energy Risk Management Professional Consulting and Technical Services

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

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

Check one:

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

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

Email: _____

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

Carrier: _____

Account: _____

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

If you are unable to send your proposal, kindly indicate your reason above and return this form **via email to:** dsolitaire@brownsville-pub.com. This will ensure you remain active on our vendor list.

Date _____

Company: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Email: _____

REQUEST FOR PROPOSAL.

Energy Risk Management Professional Consulting and Technical Services

OBJECTIVE

The Brownsville Public Utilities Board (BPUB) is seeking services from a qualified consultant to provide on-call, and in person (as needed) energy risk management and resource planning advisory services that include, but are not limited to: Energy Risk Management Consulting, Resource Planning Support, Energy Contract Assessment Reports, General Economic Analysis, Financial Analysis Support, and other consultative services. The Energy Risk Management program includes energy transacting and risk management activities of BPUB as well as assessments on related activities of BPUB's Qualified Scheduling Entity (currently Tenaska Power Services).

BPUB personnel and consultant will work on different tasks associated with Energy Risk such as implementing measures to comply with policy requirements, update policies and procedures, perform analysis requested by the Risk Oversight Committee/BPUB Board of Directors, update the existing model to perform different analysis, participate on independent self and third party reviews, and participate in meeting, on calls or WebEx, as needed, to present Energy Risk analysis and other material as requested by the Risk Oversight Committee. More detail is covered in the Scope of Services and Technical Specification Exhibit A Section of the RFP.

It is important to note that this project is limited to a quality review and not a compliance review. In other words, assessing the degree to which BPUB and other impacted parties are complying with the program is out-of-scope.

GENERAL BACKGROUND

The City of Brownsville (City), located in Cameron County, along the Rio Grande River, approximately 23 miles from the Gulf of Mexico, is a home rule city organized and existing under the laws of the state of Texas, including the City's Charter, as amended (the "Charter"). The City owns and operates a combined electric, water, and wastewater utilities system (collectively, the "system") serving the City and certain areas outside the city. In 2012 the City, by ordinance, authorized the creation of a natural gas utility whose initial project was planning, construction and operation of an approximately 50-mile gas transmission line extending from Hidalgo County to Cameron County. The gas utility remains under development and has not actively served any customers. The City's authority with regard to public utility ownership and services is generally exercised through the Brownsville Public Utilities Board (the "Board"). The Board, created and established by Article VI of the Charter as a separate and distinct agency of the City, has authority to control, manage, and operate the system and to expand and apply System revenues, subject to certain limitations. The BPUB executive administration includes a general manager/chief executive officer and one assistant general manager and a chief financial officer responsible for specific divisions. The BPUB employs approximately 567 employees. The Board's fiscal year is the 12-month period ended September 30th of each year and is referred to herein as the "fiscal year."

PROPOSAL INFORMATION

All proposal envelopes shall contain three (3) signed identical originals and one (1) electronic version (PDF format on either USB stick or CD/DVD) of the submittal, including any supplemental printed material referenced with the RFP shall be included. The original proposals will be opened and only the Firm's name read aloud at the BPUB Purchasing Office located at 1155 FM 511, Olmito, TX. 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 Texas Public Information Act, after the contract is awarded; however, trade secrets and confidential commercial or financial information in the proposals specifically identified by the firms will not be open for public inspection. Accordingly, all pages in the proposal that the Firm considers to be proprietary and confidential should be appropriately marked.

Direct any questions to Diane Solitaire, Purchasing; email: dsolitaire@brownsville-pub.com phone: (956) 983-6366.

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

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

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

CONTRACT WITH FIRM/ENTITY INDEBTED TO BPUB

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

FIRM REPRESENTATIVE

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

FIRM ACH (DIRECT DEPOSIT) SERVICES

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

TAX IDENTIFICATION (TIN)

In accordance with IRS Publication 1220, a W9 form, or a W8 form in cases of a foreign vendor, will be required of all vendors doing business with the Brownsville PUB. If a W9 or W8 form is not made available to Brownsville PUB, the first payment will be subject to income tax withholding at a rate of 28% or 30% depending on the U.S. status and the source of income as per IRS Publication 1220. **The W9 or W8 form must be included with 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 manually sign proposal will disqualify it. Person signing proposal should show title or authority to bind their firm to a contract.

EEOC GUIDELINES

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

LIVING WAGE STATEMENT

On April 16, 2007, the BPUB Board of Directors approved a policy that requires all Contractors and Subcontractors doing work for the BPUB pay a minimum wage rate of \$8.00/hour. The BPUB requires that all Contractors and Subcontractors comply with this policy.

CONTRACT AND PURCHASE ORDER

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

PROPOSED SCHEDULE AND CONTRACT AMOUNT

This contract is for two (2) years duration. In addition, Exhibit B is required noting the schedule and cost break down per position information needed.

BROWNSVILLE PUB RIGHTS

1. If only one or no proposal is received by "submission date", the BPUB has the right to reject, re-submit, 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 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 Firm/vendor holds original proposal 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 quantities. In response, stipulate whether an increase or decrease in services will affect price.
7. Brownsville PUB has the right to refuse to enter into a contract or other transaction with any individual or entity indebted to the municipality as per Local Government Code 252.0436

CORRECTIONS

Any interpretation, correction, or change to the RFP will be made by ADDENDUM. Changes or corrections will be issued by the BPUB Purchasing Department. **Addenda will be faxed or e-mailed 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 or all addenda, execute them, and return addenda with the response to the RFP. Addenda may also be posted on BPUB's webpage.

UNAUTHORIZED COMMUNICATIONS

After release of this solicitation, Firm's contact regarding this RFP with members of the RFP evaluation, interview or selection panels, and employees of the BPUB or officials of the BPUB other than the Purchasing Manager or Purchasing Staff is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Firm shall have any contact or discussion, verbal or written, with any members of the BPUB

Board of Directors, members of the RFP evaluation, interview, or selection panels, BPUB staff, or directly or indirectly through others, seek to influence any BPUB Board member, BPUB staff regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Firm violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Firm being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

PROPOSAL TIMELINE

PROPOSAL SUBMISSION TIMELINE	
TARGET DATE	DESCRIPTION OF EVENTS
April 4, 2022	RFP package distributed to prospective firms
April 12, 2022	Last day to submit questions and clarifications by 5:00 PM
April 20, 2022	Responses due by 5:00PM at the BPUB Purchasing Office
April 21, 2022	Proposal acknowledgement at 10:30AM
April 22, 2022	Send to Department for Evaluation and Recommendation
May 9, 2022	BPUB Board Consideration of Award

INSTRUCTIONS TO RFP RESPONDENTS

Respondents must submit a proposal containing the following elements:

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

- 4) Identify the person responsible to resolve contract issues. Specify, phone, fax, email and web site address, as applicable.
- 5) Provide at least three (3) references of other businesses, preferably utilities, where similar services have been provided. Provide contact person and telephone number for each reference.
- 6) Provide a brief summary of the proposed approach to meet the objectives of this RFP.
- 7) Complete the pricing schedule as provided on Cost Sheet, page 13. Pricing schedule shall include **ALL** costs which pertain to the services that will be provided.

SUBMITTAL INSTRUCTIONS

BPUB is requesting three (3) signed identical originals and one (1) electronic version (PDF format on either USB stick or CD/DVD) of the Proposal to be enclosed in a sealed envelope and plainly marked on the outside of the envelope or any carrier's envelope: **"RFP for Energy Risk Management Professional Consulting and Technical Services, P029-22, April 20, 2022, 5:00 PM"**, mailed, sent by overnight courier, or hand delivered to the attention of:

Brownsville Public Utilities Board
Attention: Diane Solitaire
Purchasing Department

1155 FM 511
Olmiteo, TX 78575

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

MINIMUM SUBMISSION REQUIREMENTS

1. Firm is responsible for all the necessary material, equipment, reports and labor to perform the services.
2. Project approach. The proposal should include a detail description of the work to be performed and proposal being offered to the BPUB.
3. References. Provide three references, including contact name, email address and current telephone number where projects SIMILAR to that described herein have been completed.
4. Cost Factor Sheet.
5. Experience. Describe the number of years the company has been involved with similar projects and describe the experience and training of key personnel.

REFERENCE CHECKS

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

RFP IS NOT A BASIS FOR OBLIGATIONS

This request for competitive 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 proposal/material will be subject to the requirements of the laws of the State of Texas.

BUSINESS REQUIREMENTS

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

INSURANCE REQUIREMENTS

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

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

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

- B. Service Provider also agrees to maintain Commercial General Liability, Business Automobile Liability, and Umbrella Liability Insurance covering claims against Service Provider for damages resulting from bodily injury, death or property

damages from accidents arising in the course of work performed under this Contract in the following amounts:

Commercial General Liability

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

Business Automobile Liability for all vehicles:

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

Excess Umbrella Liability:
\$1,000,000.00

- C. Service Provider shall add the BPUB and the City of Brownsville, together with their respective Commissioners, Board Members and employees, as additional insureds on all required insurance policies, except workers' compensation/employer's liability insurance. The insurance certificate(s) shall provide for thirty (30) calendar days advance notice to BPUB of any policy cancellation. The Commercial General Liability and Excess Umbrella Liability Policy shall be of an "occurrence" type policy. The Commercial General Liability shall also include protection against claims insured by usual personal injury liability coverage and coverage for contractual liability assumed by Service Provider.
- D. Service Provider shall furnish BPUB with Insurance Certificate(s) at least ten (10) calendar days prior to field work commencement, which confirm that all required insurance policies are in full force and effect.
- E. BPUB and Service Provider waive all rights against each other and their officers, directors, agents, or employees for damage covered by any BPUB or construction contractor property insurance in effect during and after the completion of Service Provider's services.

SCOPE OF SERVICES & TECHNICAL SPECIFICATIONS

EXHIBIT A

The Scope of Services to be provided by Consultant may include, but is not limited to, the following:

- **Energy Risk Management Consulting**
 - Discuss energy portfolio economic and risk issues with Client as requested
 - Assess the quality of Client's energy risk management program in comparison to relevant leading practices
 - Assess Client's compliance with its energy risk management program
 - Provide recommendations on energy risk management program improvements
 - Assist Client in implementing energy risk management program recommendations
 - Assist Client in developing and maintaining energy risk management models
 - Assist Client with energy risk management model execution and analysis of results
- **Resource Planning Support**
 - Assist Client in preparing and/or reviewing integrated resource plans
 - Assist Client in developing and maintaining resource planning models
 - Assist Client with resource planning model execution and analysis of results
 - Assist Client with analysis of long-term resource options (e.g. generation and/or long-term contract investments, divestitures, and/or modifications)
- **Energy Contract Assessment Support**
 - Collect and review prospective contract data
 - Discuss and confirm evaluation approach with Client
 - Collect and review system data
 - Prepare analytic models
 - Run models and collect results
 - Review results and develop conclusions and recommendations
 - Communicate results, conclusions, and recommendations to Client
- **General Economic and Financial Analysis Support**
 - Discuss utility economic issues with Client as requested
 - Assist Client in identifying and evaluating strategies to improve economics of its system and related assets
 - Perform financial and economic analysis relating to revenues and/or costs
- **Attend periodic onsite meetings and provide presentations to management and/or Board as requested**
- **Provide other Consultative Services as Mutually Agreed**

In addition, the selected firm selected must become an expert and assist in making modifications, adjustments, and updates as needed in a BEPM model.

Brownsville PUB Energy Portfolio Model (BEPM)

Brownsville PUB utilizes a proprietary model to analyze the costs and energy risk exposures of its load obligation and portfolio of energy resources. The core model uses Microsoft Excel in combination with the @Risk Monte Carlo simulation software from Palisade Corporation. The model is highly detailed and creates projections of system dispatch and resultant costs across a wide range of simulated load, power price, fuel price, and generator outage conditions. The impact of market scarcity events and basis differentials is also reflected in the model. Primary model outputs include cost of serving native load, total production costs net of off-system sales, energy production and capacity factors by resource, and other common operating parameters. Many of these outputs are produced at defined confidence intervals for risk assessment purposes. BPUB uses the model to project monthly fuel and purchased energy costs, explore hedging strategies and resource contracting opportunities, and analyze a variety of other energy resource issues.

EXHIBIT B
COMPENSATION FOR CONSULTANT SERVICES

I.		
Consultant	Title	Hourly Rate

Consultant proposes to perform the work and Services described above through June 1, 2024, or as mutually agreed. 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 the BPUB.

Other “Key Personnel” listed above will not be reassigned away from this engagement without the prior written consent of the BPUB.

Consultant proposes to perform all work and Services described in Exhibit “A”, Scope of Services, for the not-to-exceed estimated cost proposed. Invoices will be submitted monthly. Should the work and Services be completed for less than that amount, BPUB 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 BPUB. Consultant is willing to adjust the proposed Scope and the related fee to meet the specific needs of BPUB.

EXHIBIT “C”

PROPOSED SCHEDULE FOR PROFESSIONAL AND TECHNICAL CONSULTING SERVICES

Consultant understands that the Proposed Scope of Services outlined herein should be completed as expeditiously as possible. Consultant proposes to initiate the Project by 6/1/2022, subject to BPUB’s written authorization to proceed. Consultant shall make every effort to complete the project no later than 6/1/2024. It is understood that Consultant’s ability to complete the tasks within the mutually established time frame is dependent, in part, on the receipt of any necessary, existing and available data from BPUB at the beginning of the Project, and BPUB’s timely response with review comments and periodic input.

Note: Due to the proprietary nature of BPUB’s program components and data, BPUB will require the selected Firm to sign and abide by a suitable non-disclosure agreement prior to receiving any program documents or data. Attached is the sample Non-Disclosure Agreement.

COST SHEET P029-22

Instructions: Consultant shall take into account all incurred expenses and cost of services when filling out the cost sheet and include it in the final proposal. Additional expenses shall be added to the Additional Expenses Section.

Project Services			
PRODUCT/SERVICE DESCRIPTION	QTY	UNIT COST/HOUR	TOTAL COST
Conduct quality assessment of BPUB's Energy Risk Management program, to include all items listed in the scope of work above, as a turnkey project			
ADDITIONAL EXPENSES (if applicable)			
1.			
2.			
3.			
TOTAL COST:			

NOTE: ADDITIONAL EXPENSES MAY INCLUDE MISCELLANEOUS EXPENSES NOT LISTED ABOVE.

Company Name:_____

Authorized Company Representative:_____

Authorized Company Representative:_____

Signature – **Failure to manually sign RFP will disqualify it** / Date

Company Address:_____

Telephone #: _____

Fax #: _____

E-mail: _____

EVALUATION CRITERIA

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

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

1. Previous experience on a similar project (Weight: 1) (25 points maximum)

The BPUB is interested in the previous experience of similar projects that the Firm has completed successfully. List no more than three projects meeting these criteria which have been completed by the Firm.

2. Cost / Budget (Weight: 1) (25 points maximum)

The BPUB is interested in the Firm's history and success remaining within budget with projects of similar scope of work, complexity and budget as the project described in this solicitation.

3. Structure and Project Approach (Weight: 1) (20 points maximum)

The BPUB is interested in Firm's organizational structure, their understanding of the project issues and their approach to the project(s). Identify project leadership, reporting responsibilities, how Firm will interface with the BPUB project manager. Describe any significant project issues and the Firm's approach in addressing those issues.

4. Reference Checks (Weight: 1) 10 points maximum)

BPUB shall verify references provided with this response to assist in selecting Firm(s) ability to provide services required.

5. Confidentiality Handling Policy & Processes (Weight: 1) (20 points maximum)

Firm shall provide information as requested in this Request for Proposals in reference to their policy & processes in handling confidential information. Provide additional sheets of paper with required information, if necessary.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (this “Agreement”), dated _____, 20__ (the “Effective Date”) is entered into between Brownsville Public Utilities Board (“Party”) an agent for the City of Brownsville, Texas, 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 evaluate a potential business transaction in which **[company name]** would provide BPUB products and processes in consulting and training (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.” 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.** Confidential Information will be kept strictly confidential by receiving Party. 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 by the terms of this Agreement. Receiving Party shall not disclose the Confidential Information to any person other than as expressly permitted by this Agreement, and shall safeguard the Confidential Information from unauthorized disclosure. 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.

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 its 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 that concerns the Potential Transaction, (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. Confidential Information will remain the property of Disclosing Party. Written Confidential Information, and any copies thereof, must be returned to Disclosing Party or destroyed immediately upon its request, and no copies will be retained by Receiving Party or its Representatives, unless the Parties otherwise agree. Any Confidential Information that may be found in drafts, notes, compilations, studies, synopses, or summaries thereof, or other documents prepared by or for a Party or its Representatives, and oral and written Confidential Information not so requested to be returned, will be held by Receiving Party and kept subject to the terms of this Agreement, or destroyed.

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 injunctive relief as remedies for any such breach or threatened breach. 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 on the Effective Date and shall terminate on the date that is two (2) years thereafter, unless terminated earlier by mutual agreement of the Parties. 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 Binding Obligation; Relationship of Parties. 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. This Agreement does not make a Party an agent, joint venture, partner or trustee of the other Party. It is the intent of the Parties that if a definitive agreement is consummated, [company name] will be an independent contractor to BPUB.

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. 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.

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

**BROWNSVILLE PUBLIC
UTILITIES BOARD**

[COMPANY NAME]

By:

By:

Name: John S. Bruciak

Title: General Manager and CEO

Name:

Title:

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
Required Forms (if applicable)	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 Firm)	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification Form	<input type="checkbox"/>	<input type="checkbox"/>
	House Bill 89 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Senate Bill 252 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Byrd Anti-Lobbying Certification Form	<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions (if applicable)	Bid Schedule/Cost sheet completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
	Cashier Check or Bid Bond of 5% of Total Amount of Bid	<input type="checkbox"/>	<input type="checkbox"/>
	OSHA 300 Log	<input type="checkbox"/>	<input type="checkbox"/>
	Contractor Pre-Bid Disclosure completed, signed and notarized	<input type="checkbox"/>	<input type="checkbox"/>
	Sub-Contractor Pre-Bid Disclosure completed, signed, and notarized	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
References	Complete the Previous Customer Reference Worksheet for each reference provided	<input type="checkbox"/>	<input type="checkbox"/>
Addenda		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS (Complete and return with bid)

Name of Entity:_____

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

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

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

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

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

ETHICS STATEMENT (Complete and return with bid)

The undersigned proposer, by signing and executing this proposal, certifies and represents to the Brownsville Public Utilities Board that proposer 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 proposer also certifies and represents that the proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal, the proposer certifies and represents that proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Brownsville Public Utilities Board concerning this proposal on the basis of any consideration not authorized by law; the proposer also certifies and represents that proposer has not received any information not available to other proposers so as to give the undersigned a preferential advantage with respect to this proposal; the proposer further certifies and represents that proposer has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that proposer 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 proposer 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 PROPOSER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BROWNSVILLE PUBLIC UTILITIES BOARD, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS RFP.

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.

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

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

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

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

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

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

BROWNSVILLE PUBLIC UTILITIES BOARD
RESIDENCE CERTIFICATION

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

Section 1. (a)

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

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

Section 1. (b)

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

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

Signature: _____

Print Name: _____

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

(City and State)

Signature: _____

Print Name: _____

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 (Rev. October 2018) 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.																																																																							
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																																								
	2 Business name/disregarded entity name, if different from above																																																																								
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																																							
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester'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 <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="3"></td> <td style="text-align: center;">-</td> <td colspan="3"></td> <td style="text-align: center;">-</td> <td colspan="3"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="3"></td> <td style="text-align: center;">-</td> <td colspan="3"></td> <td colspan="3"></td> </tr> </table>			Social security number																							-				-				or										Employer identification number																							-						
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Part II Certification Under penalties of perjury, I certify that: 1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																																									
Sign Here	Signature of U.S. person ► _____	Date ► _____																																																																							
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. <ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>																																																																									

Form **W-8BEN-E**(Rev. October 2021)
Department of the Treasury
Internal Revenue Service**Certificate of Status of Beneficial Owner for
United States Tax Withholding and Reporting (Entities)**► For use by entities. Individuals must use Form W-8BEN. ► Section references are to the Internal Revenue Code.
► Go to www.irs.gov/FormW8BENE for instructions and the latest information.
► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form for:

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

Instead use Form:**Part I Identification of Beneficial Owner**

1 Name of organization that is the beneficial owner	2 Country of incorporation or organization																
3 Name of disregarded entity receiving the payment (if applicable, see instructions)																	
4 Chapter 3 Status (entity type) (Must check one box only): <table border="0" style="width:100%"><tr><td><input type="checkbox"/> Simple trust</td><td><input type="checkbox"/> Tax-exempt organization</td><td><input type="checkbox"/> Corporation</td><td><input type="checkbox"/> Partnership</td></tr><tr><td><input type="checkbox"/> Central Bank of Issue</td><td><input type="checkbox"/> Private foundation</td><td><input type="checkbox"/> Complex trust</td><td><input type="checkbox"/> Foreign Government - Controlled Entity</td></tr><tr><td><input type="checkbox"/> Grantor trust</td><td><input type="checkbox"/> Disregarded entity</td><td><input type="checkbox"/> Estate</td><td><input type="checkbox"/> Foreign Government - Integral Part</td></tr><tr><td colspan="4"><input type="checkbox"/> International organization</td></tr></table> If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III. <input type="checkbox"/> Yes <input type="checkbox"/> No		<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			
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5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.) <table border="0" style="width:100%"><tr><td style="width:50%; vertical-align:top;"><input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions. <input type="checkbox"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. 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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. 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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). <table border="1" style="width:100%"><tr><td style="width:70%">City or town, state or province. Include postal code where appropriate.</td><td style="width:30%">Country</td></tr></table>		City or town, state or province. Include postal code where appropriate.	Country														
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For Paperwork Reduction Act Notice, see separate instructions.

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