



LEGAL NOTICE

AND

INVITATION TO BID B#066-22

Sealed bids will be received by the Brownsville Public Utilities Board (BPUB)/Southmost Regional Water Authority (SRWA) of the City of Brownsville, Texas at the Brownsville PUB Purchasing Department located at 1155 FM 511, Olmito, Texas 78575 until **5:00 PM on August 17, 2022** for the Annual Supply of Calcium Chloride for SRWA.

Bids received after this time will not be considered.

Bids will be publicly opened and read aloud on August 18, 2022 at 11:30 AM. Bidders can request a copy of the bid tabulation by emailing negpinoza@brownsville-pub.com. Vendors can call in at 11:30 AM, August 18, 2022 to (956) 214-6020 to listen to the bid opening.

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

<u>Please mark on the outside of the envelope and on any carrier's envelope/package</u>: "B066-22 SEALED BID FOR THE ANNUAL SUPPLY OF CALCIUM CHLORIDE FOR SRWA, AUGUST 17, 2022 5:00 PM", and send to the attention of Diane Solitaire, BPUB Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

The Brownsville PUB/SRWA will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed bids to the Brownsville PUB, Purchasing office by the given deadline above. **No bid will be accepted via facsimile or electronic transmission**.

The Brownsville PUB/SRWA reserves the right to reject any or all bids and to waive irregularities contained therein and to accept any bid deemed most advantageous to the Brownsville PUB/SRWA.

BY: Diane Solitaire

Purchasing Department (956) 983-6366 – Phone

INSTRUCTIONS TO BIDDERS Please submit this page upon receipt. ACKNOWLEDGEMENT FORM

B#066-22 Annual Supply of Calcium Chloride for SRWA

For any clarifications, please contact Nicole Espinoza at the Brownsville Public Utilities Board, Purchasing Department at (956) 983-6353 or via e-mail at nespinoza@brownsville-pub.com.

Please e-mail this page upon receipt of the legal notice. If you only received the legal notice and you want the bid 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 bid; obtained bid package from website.
- () Yes, I will be able to send a bid; please email the bid package. Email:
- Yes, I will be able to send a bid; please mail the bid package using the carrier & account number listed below:
 Carrier:
 Account:
- () No, I will not be able to send a bid for the following reason:

If you are unable to send your bid, kindly indicate your reason for "No bid" above and return this form **via email to <u>nespinoza@brownsville-pub.com</u>**. This will ensure you remain active on our vendor list.

Date:			
Company:			
Name:			
Address:			
City:	State:	Zip Code:	
Phone:			
Fax:			
Email:			

Special Instructions

Contract Information

• Interpretation

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

Nicole Espinoza, Purchasing Buyer or	Diane Solitaire, Materials/Warehouse Manager
Phone: (956) 983-6353	(956) 983-6366

• Tentative Time Line

- 1. August 1, 2022 August 17, 2022 Vendors work on bid.
- 2. August 18, 2022 at 5:00 PM Vendor must submit two (2) sets of bid documents sealed in an envelope to:

Diane Solitaire, Purchasing Department 1155 FM 511 Olmito, TX 78575

Bid #066-22 – Annual Supply of Calcium Chloride for SRWA Due: August 17, 2022 at 5:00 PM

The above noted information must be included on bid envelope and on any carrier's envelope/package. The Brownsville PUB or SRWA will not be held responsible for missing, lost or late mail. Brownsville PUB or SRWA will not accept facsimile or electronic transmission of sealed bids.

- 3. August 5, 2022 Deadline for questions
- 4. August 18, 2022 Open bids at 11:30 AM
- 5. August 18, 2022 to August 19, 2022 Evaluate bids
- 6. August 19, 2022 Provide Final Recommendations
- 7. September 6, 2022 Send to SRWA Board for approval

• Or Equal

Brand name or manufacturer's reference used in this request is descriptive – not restrictive – it is intended to indicate type and quality desired. Brands of like nature and quality will be considered. If bidding on other than referenced specifications, please provide complete descriptive information of said article.

• Pricing

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern. *Price shall remain firm for twelve (12) months after date on purchase order.* All fields (UNIT PRICE, TOTAL PRICE & ESTIMATED DELIVERY IN DAYS) on the Cost Sheet page must be filled. The data must be complete to identify the bidding brand.

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

• Vendor Representative

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

• Quality of Products

All items must be new, in first class condition, including containers suitable for shipment and storage. No substitutions in standard grades or lesser quality will be accepted. <u>Non-compliance</u> with technical specifications will result in cancellation of purchase order.

• Determining Factors for Award

- 1. Compliance with requirements of the technical specifications of the product
- 2. Net Price
- 3. Time and conditions of delivery
- 4. Safety and environmental spill record will be considered when determining the responsibility of the bidder

• Contract with Vendor/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.

• Vendor ACH (Direct Deposit) Services

The BPUB 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/SRWA. If a W9 or W8 form is not made available to Brownsville PUB, the first payment will be subject to income tax withholding at a rate of 28% or 30% depending on the U.S. status and the source of income as per IRS Publication 1220. **The W9 or W8 form must be included with bid response.** Attached are sample forms.

• Taxes

The Brownsville PUB and SRWA are exempt from Federal Excise Tax, State Tax and Local Taxes. Do not include tax in the bid. If it is determined that tax was included in the bid it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.

• Signing of Bid

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

• EEOC Guidelines

During the performance of this contract, the contractor 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 local "living wage" policy that requires all Contractors and Subcontractors performing 100% Non-Federally funded work for the BPUB to pay a minimum wage rate of \$8.00/hour. The BPUB requires that all Contractors and Subcontractors comply with this policy.

• As Needed Basis

Quantities are estimated for an annual supply. They are based on prior yearly usage. Product will be ordered "as needed" and be billed as such over a period of one (1) year. The Brownsville Public Utilities Board has the right to increase or decrease quantities as deemed necessary.

• Term of Contract and Purchase Order

The product shall be delivered FOB BPUB and/or SRWA to the locations specified below. Product will be ordered "as needed" and be billed as such. A contract for the product will be placed into effect by means of a purchase order issued by the Brownville PUB/SRWA after tabulation and final approval by the Board. The contract for each chemical shall be for a period of one (1) year after the date of the purchase order, with the option to renew annually for an additional two (2), one (1) year periods, if service and price are satisfactory, and the renewal is agreed upon in writing by both parties.

• Brownsville PUB and SRWA Rights

1. If only one (1) or no bid is received by "submission date", the BPUB/SRWA has the right to reject, re-bid, accept and/or extend the bid by up to an additional two (2) weeks from original submission date.

- 2. The right to reject any/or all bids and to make awards as they may appear to be advantageous to the Brownsville PUB/SRWA.
- 3. The right to hold bid for sixty (60) days from submission date without action, and to waive all formalities in bidding.
- 4. The right to extend the total bid beyond the original sixty (60) day period prior to an award, if agreed upon in writing by all parties (BPUB/SRWA and bidder/vendor) and if bidder/vendor holds original 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; <u>for cause</u>: upon default by the bidder/vendor, for delay or non-performance by the bidder/vendor; or if it is deemed in the best interest of the BPUB/SRWA <u>for BPUB/SRWA</u> convenience.
- 6. The right to increase or decrease quantities. In bid, stipulate whether an increase or decrease in quantities will affect bid price.

• Corrections

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

COST SHEET Bid #066-22

ITEM NUMBER	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	1,500,000 pounds	Calcium Chloride Solution as per attached specifications (SRWA)		
		Additional costs, if applicable (i.e., hazmat, fuel surcharge, delivery fees)		
		Name of Product Bid: Delivery in Days (ARO):		
		Option 2: Firm Price for 2 Years		

Note: BPUB/SRWA will select only one option from one (1) year firm pricing or Option 2 pricing, not both.

Special Instructions: for Calcium Chloride Solution

PRICE SHALL BE BY THE POUND, DELIVERED TO THE SOUTHMOST REGIONAL WATER AUTHORITY (SRWA) LOCATION, 1255 FM 511, BROWNSVILLE, TEXAS 78526. PRODUCT TO BE ORDERED "AS NEEDED" AND BE BILLED AS SUCH. BPUB/SRWA WILL NOT ACCEPT FULL QUANTITY SPECIFIED ABOVE.

Annual supply quantities are estimated. Brownsville PUB/SRWA has the right to increase or decrease quantities as deemed necessary. In bid, stipulate whether the increase or decrease will affect bid price.

(_____) Yes, an increase or decrease in quantity will affect bid price above.

(_____) No, an increase or decrease in quantity will not affect bid price above.

This contract shall be for a period of one (1) year from the date of the purchase order, with the option to renew annually for an additional two (2), one (1) year periods if service and price are satisfactory, and the renewal is agreed upon in writing by both parties.

(_____) Option 1: price will remain firm for one year

____) Option 2: Price will remain firm for two (2) one (1) year periods

Brownsville PUB / SRWA will select Option 1 or Option 2, not both

NSF Certification letter must be enclosed with bid documents. Three (3) municipal references using this product successfully are to be included with the bid documents. The vendor must provide, with bid and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations.

NAME OF PRODUCT (if different from above):

Company Name:					
Authorized Compa	ny Represer	ntative:			
Authorized Compa	ny Represer	ntative:	(Print Name a	,	
Company Address					
	Street	City	State	Zip Code	
Telephone #:	Fa	x #:Email:			
Twenty-Four Hour Telephone #:					

SPECIFICATIONS FOR THE ANNUAL SUPPLY OF CALCIUM CHLORIDE SOLUTION FOR SRWA

PURPOSE:

Calcium Chloride solution is to be used to stabilize potable water and prevent corrosion.

PRODUCT REQUIREMENTS:

- A. Calcium chloride solution shall be between the concentrations of 37.5% and 38.4%.
- B. Calcium chloride solution shall meet NSF and ANSI requirements for treatment of potable water. NSF Certification letter must be enclosed with bid documents.
- C. Calcium chloride solution shall be in liquid form and 100% miscible with water in all proportions.
- D. Calcium chloride solution shall be free of algae, fungus or any other biological growth and shall not increase TOC concentrations in finished water.
- E. Calcium chloride solution shall contain no substance in quantities capable of producing deleterious or injurious effects to the health of those consuming water that has been properly treated.
- F. Calcium chloride solution must perform equal or better than similar products now in use, at the same or a lesser rate of dosage.
- G. Calcium chloride solution offered must meet or exceed all EPA, TCEQ or other regulatory agencies requirements for the treatment of water to be used for human consumption.

H.	Chemical and physical characteristics:	
	Specific Gravity, g/cc	1.275 - 1.439
	Solubility in Water	Complete
	pH:	6.5 - 8.5

HANDLING/DELIVERY/UNLOADING:

- A. Delivery vehicles shall meet all OSHA and DOT Regulations and any other Federal and State Regulations that are applicable.
- B. Quality control data is to be provided with each delivery.
- C. The Calcium chloride solution is to be delivered to the SRWA, 1255 FM 511, Brownsville, Texas 78526. Delivery hours are Monday through Friday, from 8:00 AM to 4:00 PM.

- D. Successful bidder must be able to deliver calcium chloride solution within three (3) working days after request and must be able to deliver overnight in cases of emergencies.
- E. Offloading of product during delivery shall be performed in a safe manner and in a way that minimizes chemical spills and leaks. Bulk delivery shall be offloaded to bulk storage via compressed air supplied by the tractor/trailer. While offloading the product, drip buckets are to be placed under the hose connections at the delivery truck and the hose connection in the containment area. Product that drips into the drip bucket while offloading is not to be poured out in the containment area. If product drips into the bucket, the driver shall advise the water plant operator. Product shall be removed from hoses and hoses capped to prevent leakage.

SHIPMENT QUANTITY:

- A. Estimated amount required is 1,500,000 pounds for one (1) year.
- B. Calcium chloride solution shall be bid on a bulk rate basis at approximately 40,000 to 47,500 pounds per load.

GENERAL REQUIREMENTS:

- A. A service representative should be available within four (4) hours after summons, to provide guidance and assistance, as needed, in the application and use of this product.
- B. The vendor is responsible for all insurance requirements including public liability insurance in the minimum amount prescribed by law protecting the Brownsville PUB/SRWA from any and all claims and demands that may be made against said Board as a result of the vendor's delivery of calcium chloride solution. All TCEQ, EPA and Department of Health permits must be secured. Vendor must comply with other Federal, State or Local Regulations pertinent to transporting and handling of calcium chloride solution. The vendor must provide, with bid and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations.

REJECTION OF SHIPMENT:

- A. The vendor shall remove his product from the SRWA immediately upon substantial proof that the product offered is not performing the expected results as per specifications above. The Water Treatment Manager will notify the vendor of unacceptable results in product performance and/or failure to meet specified requirements. The Water Treatment Manager's decision shall be final. A period of two (2) weeks will be allowed for removal of product.
- B. Upon failure of the product to comply with any part of these specifications, the Brownsville PUB/SRWA has the right to reject product and will notify vendor to remove product from the SRWA premises at no cost to the BPUB/SRWA.

• Insurance Requirements

The vendor is responsible for all insurance requirements including public liability insurance in the minimum amount prescribed by law protecting the Brownsville Public Utilities Board and SRWA from any and all claims and demands which may be made against said Board as a result of the vendor's delivery of chemical. Brownsville PUB/SRWA, in its sole discretion, may require at Bidder's expense certain insurance guaranteeing performance and payment of the services to be provided hereunder and may require at Bidder's expense to maintain in force certain types of insurance during the time services are being performed and to name Brownsville PUB/SRWA together with their board members and employees as additional insured's on all required insurance policies except worker's compensation. Insurance must be underwritten by companies acceptable to Brownsville PUB/SRWA and authorized to do business in the State of Texas. Insurance Certificate(s) shall provide for 30 days advance notice to Brownsville PUB/SRWA of any policy cancellation. True and correct copies must be filed with Brownsville PUB/SRWA prior to the commencement of performing service hereunder.

Bidder shall carry insurance in the following amounts:

1.	Comprehensive General Liability a. Bodily Injury	\$1,000,000 each occurrence
	b. Property Damage	\$1,000,000 each occurrence
2.	Personal Injury Coverage	\$1,000,000
3.	Worker's Compensation	As required by Law

- 4. Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles)
 - a. Bodily Injury \$50,000 each person, \$500,000 combined single limit each occurrence
 - b. Property Damage \$1,000,000 each occurrence

All insurance in the above amounts shall name both Bidder and Brownsville PUB/SRWA as insured.

Certificates showing that Bidder has and continues to protect itself and Brownsville PUB/SRWA by means of such insurance shall be provided to the Brownsville PUB/SRWA upon request at any time during contract period.

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REQUIRED FORMS FORM CHECKLIST

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

NAME	FORM DESCRIPTION	SUBMITTE	D WITH BID
		YES	NO
	Acknowledgement Form		
	<u>_</u>		
Legal Notice	Debarment Certification		
	Ethics Statement		
	Conflict of Interest Questionnaire		
	W9 or W8 Form		
	Direct Deposit Form (will be provided to		
	the awarded vendor)		
	Residence Certification Form		
	Bid Schedule/Cost sheet completed and		
	signed		
Special Instructions	Cashier Check or Bid Bond of 5% of Total		
-	Amount of Bid (if applicable)		
	OSHA 300 Log (if applicable)		
	Contractor Pre-Bid Disclosure completed,		
	signed and notarized (if applicable)		
	Sub-Contractor Pre-Bid Disclosure		
	completed, signed, and notarized (if		
	applicable)		
References	Complete the Previous Customer Reference		
	Worksheet for each reference provided		
Addenda			

ETHICS STATEMENT (Complete and Return with bid)

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

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

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

ZIP CODE:
TELEFAX:
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, <u>PRIOR TO</u> THE BID SUBMITTAL DATE. ANY LISTED DEVIATIONS IN A FINALLY SUBMITTED BID MAY ALLOW THE OWNER TO REJECT A BID AS NON-RESPONSIVE.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH BID RESPONSE)

Name of Entity:

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

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

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

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

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

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

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
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).	Date Received
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.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
1 Name of vendor who has a business relationship with local governmental entity.	
2 Check this box if you are filing an update to a previously filed questionnaire. (The law completed questionnaire with the appropriate filing authority not later than the 7th busine you became aware that the originally filed questionnaire was incomplete or inaccurate	ss day after the date on which
³ Name of local government officer about whom the information is being disclosed.	
Name of Officer	
A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor?	likely to receive taxable income,
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity?	
Yes No	
Describe each employment or business relationship that the vendor named in Section 1 other business entity with respect to which the local government officer serves as an ownership interest of one percent or more.	
6 Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176	
7	
Signature of vendor doing business with the governmental entity	Date
Form provided by Texas Ethics Commission www.ethics.state.tx.us	Revised 1/1/2021

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

 (\bar{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.

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

Previous Customer_Reference Worksheet

Customer Contact:
Customer Phone Number:
Customer Email:
-

What was the Period of Performance?	What was the Final Acceptance Date?
From:	
To:	
Dollar Value of Contract?	What Type of Contract?
	Firm Fixed
\$	Price Time
	and Material
	Not to
	Exceed
Provide a brief description of the work performed for	this customer (add additional page if required)

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.	, <u> </u>
Signature:	
Print Name:	
I certify that	(Company Name) ipal place of business is:
	(City and State)
Signature:	
Print Name:	

Departr	Rev. October 2018) Identification Number and Certification Department of the Treasury ► Go to www.irs.gov/FormW9 for instructions and the latest information.							Give Form to the requester. Do not send to the IRS.					
	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.												
Print or type. Specific Instructions on page 3.	2 Business name/disregarded entity name, if different from above												
	following seven boxes.								tions (codes apply only to titiles, not individuals; see ns on page 3): ayee code (if any)				
	■ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►							on from FATCA reporting					
Deci	Other (see instructions) ►						(Applies to accounts maintained outside the U.S.)						
See SI	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and addre						dress (ss (optional)					
σ.	6 City, state, and ZIP code												
8	7 List account number(s) here (optional)												
Par	ti Taxpa	yer 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</i> a TI /N, later.						urity r	numbe	r			Č.		
						-		-					
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Employer identificat							ficatio	tion number					
Numb	er To Give the Re	quester for guidelines on whose number to enter.											
Dar	Cortifi	cation											
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 													
		other U.S. person (defined below); and		ar • Managana Arta radian •									
	Carle Control	ntered on this form (if any) indicating that I am exemp				oot to	baok	un suith	bold	ing h	0001100		
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 ►										
Gei	neral Instr	ructions	 Form 1099-DIV (dividends, including those from stocks or mutual funds) 										
Section noted.		o the Internal Revenue Code unless otherwise	 Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) 										
related	to Form W-9 and	For the latest information about developments d its instructions, such as legislation enacted	• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)										
		d, go to <i>www.irs.gov/FormW9.</i>	the second control of the second	Form 1099-S (proceeds from real estate transactions) Form 1000 K (marchaet cord and third path natural transactions)									
	pose of For		Form 1099-K (merchant card and third party network transactions) Eorm 1098 (home mortgage interact) 1098 E (student logn interact)										
inform	ation return with t	orm W-9 requester) who is required to file an he IRS must obtain your correct taxpayer IN) which may be your social security number	 Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) 										
(SSN),	individual taxpay	er identification number (ITIN), adoption umber (ATIN), or employer identification number	 Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) 										
(EIN),	to report on an inf to report on an inf nt reportable on a	A STANKE CONSIGNAL MEMORY PLACE	only if you are a U.S. person (including a resident your correct TIN.										
Form 1099-INT (interest earned or paid) be subject to backup with later.					n W-9 to the requester with a TIN, you might holding. See What is backup withholding,								
		Cat. No. 10231X					F	orm M	1-9 (Rev. 1	0-2018)		

	N-8BEN-E ctober 2021)	Certificate of Status o United States Tax Withholdi For use by entities. Individuals must use Form W-8BEN. Go to www.irs.gov/FormW8ENE for Give this form to the withholding ag	ing and Repor	ting (Entities)	OMB No. 1545-1621		
Departr	nent of the Treasury Revenue Service						
Do NC	OT use this form for				Instead use Form		
• U.S.	entity or U.S. citizer	n or resident			W-9		
 A for 	eign individual .			W-8BEI	N (Individual) or Form 8233		
	0	tity claiming that income is effectively connected	with the conduct of t	rade or business within the l			
	ss claiming treaty b				W-8EC		
• A for gove 501(d	eign government, in rnment of a U.S. po c), 892, 895, or 1443	oreign simple trust, or a foreign grantor trust (unle ternational organization, foreign central bank of is: ssession claiming that income is effectively conne (b) (unless claiming treaty benefits) (see instruction intermediary (including a qualified intermediary ac	sue, foreign tax-exen acted U.S. income or ns for other exception	npt organization, foreign priv that is claiming the applicab ns)	ate foundation, or ility of section(s) 115(2),		
Par	t Identific	ation of Beneficial Owner	0	,			
1		ion that is the beneficial owner		2 Country of incorporation	or organization		
3	Name of disregard	ed entity receiving the payment (if applicable, see	instructions)				
4	Chapter 3 Status (entity type) (Must check one box only):	Corporation	Partnership			
	Simple trust	Tax-exempt organization	Complex trust	lex trust 🗌 Foreign Government - Controlled Entit			
	Central Bank of	of Issue Private foundation E	state	Foreign Gover	rnment - Integral Part		
	Grantor trust	0 ,	nternational organizat				
	If you entered disregar	ded entity, partnership, simple trust, or grantor trust above, is	the entity a hybrid making	g a treaty claim? If "Yes," complete	Part III. 🔄 Yes 🗌 No		
	FFI other than exempt benefi Participating F Reporting Mod Reporting Mod Registered de	FI. del 1 FFI.	Foreign gov. central bank Internationa Exempt retir Entity wholly Territory fina	 Nonreporting IGA FFI. Complete Part XII. Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. International organization. Complete Part XIV. Exempt retirement plans. Complete Part XV. Entity wholly owned by exempt beneficial owners. Complete Part XVI. Territory financial institution. Complete Part XVII. Excepted nonfinancial group entity. Complete Part XVIII. Excepted nonfinancial start-up company. Complete Part XIX. Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. 501(c) organization. Complete Part XXII. Nonprofit organization. Complete Part XXII. Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. Excepted territory NFFE. Complete Part XXIV. Active NFFE. Complete Part XXVI. Excepted inter-affiliate FFI. Complete Part XXVII. Excepted inter-affiliate FFI. Complete Part XXVII. 			
	See instruction		Excepted no				
		ned-compliant nonregistering local bank. Complete	e Complete P				
	Certified deen Complete Par	ned-compliant FFI with only low-value accounts. : VI.	Nonprofit or				
	Certified deen vehicle. Comp	ned-compliant sponsored, closely held investment lete Part VII.	corporation.				
		ed-compliant limited life debt investment entity.	Active NFFE				
		nent entities that do not maintain financial accounts.	Excepted in				
	Owner-docum	ented FFI. Complete Part X.		Sponsored direct reporting NFFE. Complete Part XXVIII.			
		tributor. Complete Part XI.		 Account that is not a financial account. 			
6		e address (street, apt. or suite no., or rural route). Do			nan a registered address).		
	City or town, state	or province. Include postal code where appropria	ite.	Country			
7	Mailing address (if	different from above)					
	City or town, state	or province. Include postal code where appropria	ite.	Country			
For Pa	perwork Reductio	n Act Notice, see separate instructions.	Cat. No. 596	B9N Form	V-8BEN-E (Rev. 10-2021)		