



AND

**REQUEST FOR PROPOSALS
P015-23**

The Brownsville Public Utilities Board (BPUB) is requesting Competitive Sealed Proposals (hereon styled "RFP") for **TCEQ/Lead Service Line Inventory Survey for Public Water Systems**. BPUB's Purchasing Office located at 1155 FM 511, Olmito, Texas 78575, will accept RFP's from qualified firms **until 5:00 PM, January 11, 2023. RFPs received after this time will not be considered.**

RFP's will be acknowledged by BPUB on January 12, 2023 at 2:30 PM (CST). Firms are invited to attend the opening via conference call at (956) 214-6020.

BPUB RFP documents may be obtained from the BPUB website at https://www.brownsville-pub.com/rfp_status/open/.

Please mark on the **outside of the envelope and on any carrier's envelope: "Sealed Proposal for P015-23 TCEQ/LEAD SERVICE LINE INVENTORY SURVEY FOR PUBLIC WATER SYSTEMS, January 11, 2023, 5:00 PM"**, c/o Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

The BPUB will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed proposal package to the BPUB Purchasing Office by the given RFP deadline above. **Electronic transmission or facsimile of RFP will not be acceptable.**

BPUB reserves the right to reject any or all responses and to waive irregularities contained therein and to accept any response deemed most advantageous to the BPUB.

Diane Solitaire

Materials/Warehouse Manager
Brownsville Public Utilities Board
(956) 983-6366 - Phone

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

P015-23 TCEQ/Lead Service Line Inventory Survey for Public Water Systems

For any clarifications, please contact Hugo E. Lopez at the Brownsville Public Utilities Board, Purchasing Department at (956) 983-6375 or via e-mail at hlopez@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 proposal 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 for “No response” above and return this form **via email to hlopez@brownsville-pub.com or 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: _____

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

REQUEST FOR PROPOSAL

TCEQ/Lead Service Line Inventory Survey for Public Water Systems

GENERAL BACKGROUND

The BPUB, located in Cameron County on the Rio Grande approximately 23 miles from the Gulf of Mexico, is a home rule city organized and existing under the laws of the state of Texas, including the City's Charter, as amended (the "charter"). The City owns and operates a combined electric, water, and wastewater utilities system (collectively, the "system") serving the City and certain areas outside the city. The City's authority with regard to public utility ownership and services is generally exercised through the Brownsville Public Utilities Board (the "Board"). The Board, created and established by Article VI of the Charter as a separate and distinct agency of the city, has authority to control, manage, and operate the system and to expand and apply System revenues, subject to certain limitations. The BPUB executive administration includes a general manager/chief executive officer, one assistant general manager/chief operating officer and a chief financial officer responsible for specific divisions. The BPUB employs approximately 585 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."

On June 7, 1991, the EPA published a regulation to control lead and copper in drinking water, this regulation is known as the Lead and Copper Rule – LCR. On December 16, 2021, the EPA announced the next steps to strengthen the regulatory framework on lead under the Lead and Copper Rule Revisions – LCRR.

PURPOSE

The Brownsville Public Utilities Board ("BPUB," "The Utility") is soliciting proposals from qualified firms to develop a program to comply with the new Lead and Copper Rule Revisions.

SCOPE OF SERVICES

BPUB will contract with a Firm to provide services that will include, but not be limited to, the scope as described in the Technical Specifications Section. This section describes the necessary work to comply the new LCRR. Service Firm/Contractor shall develop an inventory to identify the material types in distribution and service lines, regardless of ownership status (In accordance with 40 CFR 141.84 and 30 TAC 290 subchapter F 290.117). The inventory survey must identify those lines made of lead, galvanized iron or steel, unknown material or non-lead. A Lead Service Line Replacement Plan must be prepared and conducted in accordance with 40 CFR 141.84(g) and will assist BPUB with public education pursuant to 40 CFR 141.85 (a)(b).

MINIMUM QUALIFICATIONS

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

1. Provide description of the Respondent's qualifications and experience and that of key personnel assigned to this account.

2. If the proposal is from an Engineering Firm, a copy of the firm's Professional Engineering license, including staff engineers, performing work on this project.
3. A detailed reference list should be provided which documents a minimum of a five-year history of the firm on Water Utilities Survey Services. The list must include dates contracts were secured, name of primary contact person, and general description of all services provided.
4. Evidence of professional liability (E&O) policy with a minimum limit of \$1,000,000.

INSTRUCTIONS TO RFP RESPONDENTS

Firms must submit a signed one (1) electronic copy and one (1) original paper copy of the entire proposal package in a sealed package. Proposals shall be submitted to the BPUB Purchasing Office, 1155 FM 511, Olmito, Texas, no later than **5:00 PM on January 11, 2023**.

Sealed envelope must be clearly labeled as follows:

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

"P015-23 TCEQ/Lead Service Line Inventory Survey for Public Water Systems"

CONTRACT WITH FIRM/ENTITY INDEBTED TO BPUB

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

FIRM REPRESENTATIVE

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

VENDOR ACH (DIRECT DEPOSIT) SERVICES

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

TAX IDENTIFICATION NUMBER (TIN)

In accordance with IRS Publication 1220, a W9 form, or a W8 form in cases of a foreign vendor, will be required of all vendors doing business with the Brownsville PUB. If a W9 or W8 form is not made available to Brownsville PUB, the first payment will be subject to income tax

withholding at a rate depending on the U.S. status and the source of income as per IRS Publication 1220. **The W9 or W8 form must be included with proposal response.** Attached are sample forms.

TAXES

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

SIGNING OF PROPOSAL

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

EEOC GUIDELINES

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

LIVING WAGE STATEMENT

On April 16, 2007, the BPUB Board of Directors approved a local “living wage” policy that requires all Firm/Contractors performing 100% Non-Federally funded Work for the BPUB to pay not less than a minimum wage rate of \$8.00/hour. The BPUB-requires that all Firm/Contractors comply with this policy.

CONTRACT AND TERM

The services shall be performed in Brownsville, Texas. A technical and personal services contract for the services will be placed into effect after evaluation and final approval by BPUB Board of Directors.

BROWNSVILLE PUB RIGHTS

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

CORRECTIONS

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

PROJECTED PROJECT TIMELINE

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

RFP Advertised	December 18 and 25, 2022
Last day to submit questions:	January 6, 2023
Proposals due:	January 11, 2023 by 5:00 PM
Proposal Opening:	January 12, 2023 at 2:30 PM
Proposals evaluated:	January 13 - 27, 2023
Board approval of contract award:	February 13, 2023

REFERENCE CHECKS

The BPUB will contact prospective firm's references by email or telephone. Provide company name, address, email address, telephone number and contact name for three (3) references. Complete the attached "Previous Customer Reference Worksheet," Page 36, for each reference provided.

RPP IS NOT A BASIS FOR OBLIGATIONS

This request for competitive sealed proposals does not constitute an offer to contract and does not commit the BPUB to the award of a contract to anyone or to pay any costs incurred in the preparation and submission of proposals. The BPUB reserves the right to reject any or all proposals that do not conform to the requirements stated in this document. The BPUB also reserves the right to cancel all or part of this request for proposals for any reason determined by the BPUB to be in the best interest of the rate payers.

RIGHTS TO SUBMITTED MATERIALS

All proposals and material submitted to the BPUB by a firm, in response to this RFP, shall become the property of the BPUB after the proposal submission deadline. The BPUB's return of the proposals/material will be subject to the requirements of the laws of the State of Texas.

UNAUTHORIZED COMMUNICATIONS

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

the Proposer shall have any contact or discussion, verbal or written, with any members of the BPUB Board of Directors, members of the RFP evaluation, interview, or selection panels, BPUB staff, or directly or indirectly through others, seek to influence any BPUB Board member, BPUB staff regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposer violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposer being disqualified from the procurement process.

PERFORMANCE AND PAYMENT BONDS

For a Contract in excess of \$100,000.00, a Performance Bond shall be executed in the full amount of the Contract conditioned upon the faithful performance of the Work in accordance with the Plans, Specifications and Contract Documents. Said Bond shall be solely for the protection of the OWNER.

For a Contract in excess of \$50,000.00, a Payment Bond shall be executed in the full amount of the Contract, solely for the primary protection of all proper claimants against the surety for payment in supplying labor and material in the prosecution of the Work provided for in the Contract, for the use of each such claimant timely perfecting a proper claim against surety.

5.1 FIRM/CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance of the Work and payment of all FIRM/CONTRACTOR's labor, materials and supply obligations under the Contract Documents. **These bonds shall remain in effect at least until one year after the date when final payment becomes due**, except as otherwise provided by Law or Regulation or by the Contract Documents. FIRM/CONTRACTOR shall also furnish any such other Bonds as may be required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are authorized to do business in the State of Texas. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act on behalf of the surety.

5.2 If the surety on any Bond furnished by FIRM/CONTRACTOR is declared a bankrupt or becomes insolvent, or its right to do business is terminated in Texas or it ceases to meet the requirements of paragraph 5.1, FIRM/CONTRACTOR shall within five (5) calendar days thereafter substitute another Bond or surety, both of which must be acceptable to OWNER.

INSURANCE

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

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

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

damages from accidents arising in the course of work performed in not less than 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

Comprehensive Business Automobile Liability for all vehicles:

Bodily injury and property damage -

\$500,000.00 combined single limit each occurrence

Excess Umbrella Liability: (not applicable to contracts under \$50,000)

\$1,000,000.00

- C. Firm shall add the BPUB and the City of Brownsville, together with their respective commissioners, board members and employees, as additional insureds on all required insurance policies, except worker's compensation, employers' liability and professional errors and omissions insurance that Firm will carry. The insurance certificate(s) shall provide for thirty (30) days advance notice to BPUB of any policy cancellation. The Commercial General Liability Policy and 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, a "protective liability" endorsement to ensure contractual liability assumed by Firm.
- D. Firm shall furnish BPUB with an Insurance Certificate(s) which confirms that all required insurance policies are in full force and effect.
- E. Additionally, Firm agrees to maintain professional errors and omissions liability insurance in the amount of not less than one million dollars (\$1,000,000.00) annual aggregate, on a claim made basis, for the duration of the project.

PROPOSAL INFORMATION

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

Direct any questions to Hugo Lopez, Purchasing Department, by phone at (956) 983-6375 or by email to hlopez@brownsville-pub.com.

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

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

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

PROPOSAL SUBMISSION REQUIREMENTS

- a. It is the proposing Firm's responsibility to provide all required information, including required attachments. No information beyond that specifically requested is required, and proposing Firms are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Unless otherwise indicated, a proposal that does not provide all of the information requested below may be rejected.
- b. The proposals must follow all formats and address all portions of the RFP set forth herein providing all information requested.
- c. To this end, the proposing Firm shall complete and/or submit the following documents as part of the sealed proposal package presented in the following format and order:
 - (1) All proposals must be:
 - (a) Clearly legible;
 - (b) Sequentially page-numbered;
 - (c) Organized in the sequence outlined following the Table of Contents as listed in the RFP proposal format;
 - (d) Correctly identified with the RFP number and submittal deadline; responsive to all RFP requirements;
 - (e) Typed on 8½ by 11 paper;
 - (f) In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs, and appendices;
 - (g) Bound; No 3 ring binders and
 - (h) Submitted as one (1) electronic copy and one (1) original paper copy (entire document). Proposals may not include materials or pamphlets not specifically requested in this RFP.

(2) Proposal Format

- (a) The proposals must be structured, presented, and labeled in the following manner:
 - Tab 1 – Table of Contents
 - Tab 2 – Project Work Plan
 - Tab 3 – Key Personnel
 - Tab 4 – Background and Experience
 - Tab 5 – Price (page 13)
 - Tab 6 – Certifications and Other Required Forms
- d. Failure to follow the specified format, label the responses correctly, or address all of the subsections may, at the BPUB’s sole discretion, result in the rejection of the Proposal. Proposals should not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to the appropriate place within the body of the Proposal. The Proposal pages shall be numbered, and each section (tab) labeled.
- e. Format and Content
Proposals must be organized as follows:

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

TAB 2: PROJECT WORK PLAN –

- (a) Provide the legal entity name for the Firm. Provide the proposal contact name, phone number, email address and physical address(s) from which proposing Firm operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.
- (b) Describe the Firm’s proposed processes for providing all components included in the scope of services.
- (c) Provide a schedule for completion of the required work including major milestones.
- (d) Provide any data or effort required from the BPUB in order for the scope of services to be achieved successfully.

TAB 3: KEY PERSONNEL AND SUBCONTRACTORS –

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

TAB 4: BACKGROUND AND EXPERIENCE -

- (a) Provide at least three (3) references within the past two (2) years of completed projects which best illustrate the experience of the Firm.

- (b) The following information must be included for each reference: entity name, client contact information (name, title, phone and email), scope of work performed, and identified. BPUB reserves the right to contact references, current or former clients to validate background and experience.
- (c) The Firm/contractor shall submit any environmental compliance violations (DSHS, EPA, TCEQ) in the past 5 years.

TAB 5: PRICE -

- (a) Complete both the summary-level BPUB Proposal Cost Sheet provided herein, as well as the detailed pricing sheet, by providing your best proposed prices. Pricing shall be inclusive of all materials, travel and expenses required to complete the scope of work described here in.

TAB 6: RESPONSIBILITY MATRIX -

- (a) Complete the Responsibility Matrix by noting any exceptions to the designated roles.

TAB 7: CERTIFICATIONS AND OTHER REQUIRED FORMS - Complete, sign, and submit all certifications and other required forms as listed below and place behind this TAB:

- (a) Proposal Acknowledgement Form (submit this page upon receipt, can include copy in the Proposal). Any modifications or alterations to this form shall not be accepted.
- (b) Ethics Statement
- (c) Conflict of Interest Questionnaire
- (d) W9 or W8-BEN
- (e) Insurance Requirements - Evidence of policy or ability to obtain a professional liability (E&O) policy must be submitted in order to be considered. The Firm will be required to have a professional liability policy with a minimum limit of \$1,000,000.
- (f) Certified Statement - Certified statement that the Firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or Local agency. This form must be submitted in order to be considered. (Page 32).

EVALUATION PROCEDURE AND CRITERIA

All proposals must be completed and convey all of the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the Brownsville PUB alone will determine whether the variance is significant enough to consider the proposal 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 proposal, subsequent discussions and clarifications provided in writing, and the proposer's written Best and Final Offer, is used in the evaluation process and award determination. Only these criteria will be considered on the award determination.

A BPUB committee will review the proposals submitted in response to this request and will make recommendations. The BPUB committee will review all proposals in light of the following major evaluation criteria with corresponding weights.

Evaluation Criteria	Possible Points
Projected Work Plan a	30
Ability to Meet Proposed Schedule	15
Experience with similar projects	20
Qualifications and availability of staff	20
References	5
Fee schedule	10
Total Points	100

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

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

PROPOSAL COST SHEET
P015-23

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

	DESCRIPTION	TOTAL COST
1	Lead Service Line Inventory Survey	\$
2	Lead Service Line Replacement Plan	\$
3	Public Education/Outreach (optional)	\$
ADDITIONAL SERVICES (if applicable) List on separate sheet of paper, if needed		

NOTE: Hourly rate should include proposed fees for the items described under the scope of services section, to include training, travel, lodging, and miscellaneous expenses.

Company Name:_____

Authorized Company Representative:_____

Authorized Company Representative:_____

Signature (Failure to sign proposal will disqualify it)

Company Address:_____

Telephone #: _____

Fax #: _____

Email: _____

TECHNICAL SPECIFICATIONS

SCOPE OF SERVICES FOR THE DEVELOPMENT OF BPUB LEAD SERVICE LINES INVENTORY

The Scope of Work will include the following objectives:

BPUB LEAD SERVICE LINE INVENTORY

Develop, submit, and upload BPUB Lead Service Line (LSL) Inventory with map(s) to the Texas Commission on Environmental Quality (TCEQ) to comply with the requirements of title 40 of the Code of Federal Regulations 141.84(a), title 30 of the Texas Administrative Code 290.117(c)(C)(i), also known as the Lead and Copper Rule Revisions. In addition, must develop standard operating procedures on how information will be collected, updated and maintained in inventory.

A. Complete BPUB Lead Service Line Inventory. Must use TCEQ LSL templates and must include the following:

Inventory Specifications

- Material Classification (40 CFR 141.84(a)(4))
 - Classify each service line whether it is system or customer owned. Service line must be classified as lead, galvanized requiring replacement (GRR), non-lead, or lead status unknown. Table below is from TCEQ guidance document to determine service line classification.

System-Owned Portion	Customer-Owned Portion	Classification for Entire Service Line
Lead	Lead	Lead
Lead	Galvanized Requiring Replacement	Lead
Lead	Non-lead	Lead
Lead	Lead Status Unknown	Lead
Non-lead	Lead	Lead
Lead Status Unknown	Lead	Lead
Galvanized Requiring Replacement	Lead	Lead
Non-lead, but system is unable to demonstrate it was not previously Lead	Galvanized Requiring Replacement	Galvanized Requiring Replacement
Lead Status Unknown	Galvanized Requiring Replacement	Galvanized Requiring Replacement
Galvanized Requiring Replacement	Galvanized Requiring Replacement	Galvanized Requiring Replacement
Non-lead and never previously lead	Non-lead, specifically galvanized pipe material	Non-lead
Non-lead	Non-lead, material other than galvanized	Non-lead
Lead Status Unknown	Non-lead	Lead Status Unknown
Non-lead	Lead Status Unknown	Lead Status Unknown
Lead Status Unknown	Lead Status Unknown	Lead Status Unknown

Note: Non-lead classification must be supported by evidence-based records, methods, or techniques to prove it is not lead or GRR (40 CFR 141.84 (a)(4)(iii))

- Information to Identify Material (40 CFR 141.84(a)(3), (a)(5))
 - Use previous materials evaluation, construction and plumbing codes/records, water system records, distribution system inspections and records, and state specified information. Table below is from TCEQ guidance document to determine service line material identification.

Type of Historical Records	Regulatory Requirement (citation)	Primary Uses for Inventory Development (Including but not limited to)
Previous Materials Evaluation	Water systems must use the information on lead and galvanized iron or steel that it identified under 40 CFR § 141.42(d) ¹ when conducting the inventory of service lines in its distribution system for the initial inventory (40 CFR §141.84(a)(3)).	<ul style="list-style-type: none"> • Reporting construction materials present in their distribution systems. • Identifying LSL material for subset of sites that were used for lead and copper tap monitoring.
Construction and Plumbing Codes and Records	Systems must review all construction and plumbing codes, permits, and existing records or other documentation which indicates the service line materials used to connect structures to the distribution system to identify service line materials for the initial inventory (40 CFR §141.84(a)(3)(i)).	<ul style="list-style-type: none"> • Identify when LSLs were allowed/specified or banned from use. • Identify service areas most likely to have LSLs by home/building construction date and service line size. • Review construction and plumbing permits for identification of service line (customer and/or system- owned) and plumbing materials.
Water System Records*	Systems must review all water system records, including distribution system maps and drawings, historical records on each service connection, meter installation records, historical capital improvement or master plans, and standard operating procedures, to identify service line materials for the initial inventory (40 CFR §141.84(a)(3)(ii)).	<ul style="list-style-type: none"> • Identify service line material for system-owned and customer- owned sides.
Distribution System Inspections and Records	Systems must review all inspections and records of the distribution system that indicate material composition of the service connections that connect a structure to the distribution system to identify service line materials for the initial inventory (40 CFR §141.84(a)(3)(iii)).	<ul style="list-style-type: none"> • Identify service line material for system- and customer-owned portions. • Verify construction and water system records.
State Requirements	Systems must review any resource, information, or identification method provided or required by the state to assess service line materials, to identify service line materials for the initial inventory (40 CFR §141.84(a)(3)(iv)).	<ul style="list-style-type: none"> • Identify service line material for system- and customer-owned portions.

*** Water System Record Examples and Uses**

Type of Water System Record Required under the LCRR ¹	Relative information	Possible Formats
Distribution system map and drawings	Date of construction of different parts of the distribution system may help inform when and where LSLs were used.	Hard copy maps, digital maps, or web-based map applications
Historical records on each service connection	Detailed information on service line material, location, and size.	Ledgers, cards (<i>e.g.</i> , tap cards or drill records), or databases
Meter installation records	May contain the service line material. Meter size and/or type can indicate service line size or building usage.	Water system files and records
Historical capital improvement or master plans	Historical installation patterns may help inform when LSLs were used.	Archived report or electronic document
Standard operating procedures	Allowable materials for construction of service lines and for service line repairs.	Specifications and standards used by the water system

B. Deadlines for Submission

Submit inventory with map or demonstrate the absence of LSLs by October 16, 2024 to TCEQ (40 CFR 141.80(a)(3)).

C. Prepare and assist with uploading information to Public as per 40 CFR 141.84 (a)(8).

- Required under the LCRR for LSL and GRR (40 CFR 141.84(a)(8))
 - Include a location identifier for any lead or GRR service lines, such as street address, intersection or landmark. Note: Local or state privacy laws may prohibit the publication of address-level information for the publicly accessible inventory. Thus, the location identifier could be a block, intersection, landmark, GPS coordinates, or water meter location.

D. Assist with Service Line Consumer Notification

E. Assist BPUB address any TCEQ questions and/or comments after submittal. Submit any amendments, if need.

Training

Provide in-house training to several departments on standard operating procedures. Training must include how to collect lead service line information, update and maintain inventory.

SAMPLE CONTRACT

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

PERSONAL CONSULTING AND TECHNICAL SERVICES CONTRACT

This is a Contract between the CITY OF BROWNSVILLE PUBLIC UTILITIES BOARD ("Brownsville PUB"), acting by its duly authorized General Manager & CEO, and _____, a _____ Company doing business in _____ ("Consultant"), acting herein by its duly authorized agent, _____.

WHEREAS, the BROWNSVILLE PUB desires to engage Consultant to render certain professional consulting and technical services necessary for performing: TCEQ/LEAD Service Line Inventory Survey for Public Water Systems.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. Scope of Services

Consultant agrees to perform the personal consulting and technical services described below and in Exhibit "A" Scope of Services attached hereto and incorporated herein for all purposes. The Parties by mutual agreement may provide for additional personal consulting and technical services to be performed under the terms and conditions of this Contract and described under any additional written Work Orders, pursuant to Paragraph 12 "Changes."

2. Compensation

Brownsville PUB will pay Consultant for the personal consulting and technical services described in Exhibit "A" Scope of Services, as outlined in Exhibit "B" Compensation, not to exceed compensation of _____ and 00/100 Dollars (\$_____.00).

3. Method of Payment

A. Monthly statements, in Consultant's standard format, will be submitted by Consultant to Brownsville PUB. Statements will be based on Consultant's estimated percent of services completed at the end of the preceding month. Brownsville PUB shall have sole discretion in the approval or disapproval of any compensation to Consultant. If Brownsville PUB disapproves of any statement, in whole or in part, it shall provide written notice to Consultant of the reasons therefor. Brownsville PUB shall make whole or partial payment to Consultant within thirty (30) days of receipt of a statement.

B. Consultant shall keep accurate records, including time sheets and travel vouchers of all time and expenses allocated to performance of any personal and technical services included within the scope of services described in Exhibit "A" Scope of Services. All such records shall be kept in the offices of Consultant for a period of not less than five (5) years

and shall be made available to Brownsville PUB for inspection or copying upon reasonable request during regular business hours at Consultant's offices.

4. Consultant's Standard of Care

Consultant shall provide its personal consulting and technical services under this Contract with the same degree of care, skill and diligence as is ordinarily provided by a professional services consultant providing similar services and similar circumstances for a project of which this Contract applies, and shall give professional consultations and advice to Brownsville PUB during the performance of the services under this Contract.

5. Ownership of Documents

As part of the total compensation which Brownsville PUB has agreed to pay Consultant for the personal services to be rendered under this Contract, and upon such payment, Consultant agrees that all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, model, photographs and reports which are produced by Consultant are and will remain the property of Brownsville PUB. Consultant shall have the right to use such work products for Consultant's purposes. The above notwithstanding, Consultant shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary information provided pursuant to this Contract whether or not such proprietary information was modified during the course of providing the Services.

6. Insurance

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

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

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

COMMERCIAL GENERAL LIABILITY

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

Business Automobile Liability for all vehicles:

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

Excess Umbrella Liability:

\$1,000,000.00

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

C. Consultant shall add Brownsville PUB, its Board Members, Officers and employees, and the City of Brownsville, its Commissioners, Officers and employees; as additional insureds on all required insurance policies, except workers' compensation/employer's liability. The insurance certificate(s) shall provide for thirty (30) calendar days advance notice to Brownsville PUB and City of any policy cancellation. The Commercial General Liability and Excess Umbrella Liability Policy shall be of an "occurrence" type policy. The Commercial General Liability shall also include protection against claims insured by usual personal injury liability coverage and coverage for contractual liability assumed by Consultant.

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

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

CONSULTANT SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF BROWNSVILLE AND BROWNSVILLE PUB AND THEIR COMMISSIONERS, BOARD MEMBERS, OFFICERS, SERVANTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, OR OCCASIONED BY, THE NEGLIGENT ACTS OR OMISSIONS OF FIRM OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OF PERFORMANCE OF THIS CONTRACT.

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

Addresses for Notices and Communications

BROWNSVILLE PUB
Ramiro Capistran, Jr.
Environmental Services Manager
1425 Robinhood Drive
Brownsville, Texas 78521

Phone: (956) 983-6511
Email: rcapistran@brownsville-pub.com

CONSULTANT NAME

Name

Title

Address

City, State, Zip

Phone:

Email:

All notices and communications under this Contract shall be mailed or delivered to Brownsville PUB and Consultant at the above addresses.

9. Successors and Assignments

Brownsville PUB and Consultant each binds itself and its successors, executors, administrators and assigns to the other parties of this Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Contract. Except as noted in the first part of this Paragraph, neither Brownsville PUB nor Consultant shall assign, sublet or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, Board Member, Commissioner, or employee of any public body which is a party and/or indemnitee hereto.

10. Termination of Contract for Cause

If, through any cause, Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if Consultant shall violate any of the covenants, agreements, warranties or stipulations of this Contract, Brownsville PUB shall thereupon have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the date thereof, at least fifteen (15) calendar days before the effective date of such termination. Without limitation as to cause, Brownsville PUB shall have the right to terminate this Contract for cause if in its sole opinion the work of the Consultant is not effective for the purpose it is being performed. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Consultant under this Contract shall become the property of the Brownsville PUB, except as provided by Section 5 of this Contract, and Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder provided such compensation is approved by Brownsville PUB in its sole discretion. The method of compensation herein shall be as provided in Section 2. of this Contract.

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

Subject to Sections 4 and 7 liability limitations, Consultant agrees that Brownsville PUB shall have all rights and remedies afforded to it at law to recover any damages sustained by Brownsville PUB in connection with the work performed by Consultant under the Contract, including regulatory fines and penalties, attorney fees and expert witness cost associated with the defense against any cause of action related to the goods and services employed by Consultant under this Contract. In the alternative, Brownsville PUB shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

11. Termination for Convenience of the Parties

Brownsville PUB may terminate this Contract at any time by giving at least thirty (30) calendar days notice in writing to Consultant. If the Contract is terminated by Brownsville PUB as provided herein, Consultant will be paid for the time provided and expenses incurred up to the termination date if such compensation is approved by Brownsville PUB, which approval shall not be unreasonably withheld. All finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Consultant under this Contract shall become the property of Brownsville PUB, except as provided by Section 5 of this Contract. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, provided such compensation is approved by Brownsville PUB, which shall not be unreasonably withheld. The method of compensation herein shall be as provided in Section 3 of this Contract.

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

Consultant agrees that Brownsville PUB shall have all rights and remedies afforded to it at law to recover any damages sustained by Brownsville PUB in connection with the work performed by Consultant under the Contract. In the alternative, Brownsville PUB shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

12. Changes

Brownsville PUB may, from time to time, request changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between Brownsville PUB and Consultant shall be incorporated in written amendments to this Contract called "Work Orders".

13. Reports and Information

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

14. Civil Rights

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

15. Incorporation of Provisions Required by Law

Each provision and clause required by law to be inserted into the Contract shall be deemed to be included herein and the Contract shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Contract shall be amended to make such insertion on application by either Party.

16. Entire Agreement

This Contract, including Exhibit "A" Scope of Services; together with any subsequent and mutually agreed to written clarifications and explanations, copies of which will be attached hereto, constitutes the entire agreement and supersedes all prior agreements and understandings between the Parties concerning the subject matter of this Contract.

17. Waiver

The failure on the part of any Party herein at any time to require the performance by any other Party of any portion of this Contract shall not be deemed a waiver, or in any way affect that Party's rights to enforce such provision or any other provision. Any waiver by any Party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.

18. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

19. Survival

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

20. Force Majeure

In the event that Brownsville PUB or Consultant shall be prevented from completing performance of its obligations under this Contract by an Act of God or other occurrence whatsoever which is beyond the control of Brownsville PUB or Consultant, and the affected party in good faith attempts to mitigate the impacts, then Brownsville PUB or Consultant shall be excused from any further performance of their respective obligations and undertakings.

21. Governing Law

This Contract is governed by the laws of the State of Texas and all obligations of the Parties under this Contract are performable in Cameron County, Texas.

22. Time for Performance

Consultant's personal and consulting services described in Exhibit "A" Scope of Services shall be completed as in accordance with the performance schedule as outlined in Exhibit "C" Schedule, except to the extent timely performance is prevented by Force Majeure.

23. Attorney's Fees

If it is necessary for either Party herein to file a cause of action at law or in equity against the other Party due to: (a) a breach of this Contract by any other party and/or (b) any intentional and/or negligent act or omission by any other party arising out of this Contract, the non-breaching or non-negligent party shall be entitled to reasonable attorney's fees and costs, and any necessary disbursements, in addition to any other relief to which it is legally entitled.

Cumulative Remedies

In the event of default by any Party herein, all other parties shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret or enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

25. State or Federal Laws

This Contract is subject to all applicable Federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

26. No Third-Party Beneficiary

The Parties are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto.

27. Dispute Resolution

In the event a dispute arises between the parties to this Contract, then as a condition precedent to any legal action by either party, the parties shall first refer the dispute to upper management for good faith negotiations for ten (10) calendar days, and if not resolved, then the parties agree to participate in at least one session of mediation, as needed, in an effort to resolve the dispute. The parties agree to split the mediator's fees equally, but each party shall bear their own legal fees for the mediation. The mediation shall be administered by a mutually agreeable mediation service and shall be held in Cameron County, Texas, unless Brownsville PUB agrees to another location

EXECUTED in duplicate originals on this ____ day of _____ 20__.

CONSULTANT

By: _____
Name:
Title:

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____ 20__, by
Signor, Title of Company Name, a _____ on behalf of said _____.

Notary Public, State of _____

EXECUTED in duplicate originals on this ____ day of _____ 20____.

CITY OF BROWNSVILLE PUBLIC UTILITIES
BOARD

ATTEST:

_____, Secretary

By: _____
Name: John S. Bruciak, P. E.
Title: General Manager and CEO

THE STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on the _____ day of _____
2023, by JOHN S. BRUCIAK, P. E., General Manager and CEO of the CITY OF
BROWNSVILLE PUBLIC UTILITIES BOARD.

Notary Public, State of Texas

EXHIBIT “A”

**SCOPE OF SERVICES FOR THE
TCEQ/LEAD SERVICE LINE INVENTORY SURVEY
FOR PUBLIC WATER SYSTEMS**

EXHIBIT “B”

COMPENSATION FOR THE TCEQ/LEAD SERVICE LINE INVENTORY SURVEY FOR PUBLIC WATER SYSTEMS

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

Consultant proposes to perform all work and services described in Exhibit “A” Scope of Services, for the estimated cost of \$_____00. Invoices will be submitted monthly. Should the work and Services be completed for less than that amount, Brownsville PUB will only be billed for actual work and services completed. All actual out of pocket expenses incurred in the course of this engagement will be billed at actual cost for reimbursement by Brownsville PUB. Consultant is willing to adjust the proposed scope and the related fee to meet the specific needs of Brownsville PUB. Total billings for this work scope shall not exceed the above estimate **without Brownsville PUB’s written approval.**

EXHIBIT “C”

SCHEDULE FOR THE TCEQ/LEAD SERVICE LINE INVENTORY SURVEY FOR PUBLIC WATER SYSTEMS

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

REQUIRED FORMS CHECKLIST

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

NAME	FORM DESCRIPTION	SUBMITTED WITH PROPOSAL	
		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"/>
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"/>
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"/>

ETHICS STATEMENT

(COMPLETE AND RETURN WITH PROPOSAL)

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

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

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

COMPANY: _____

AGENT NAME: _____

AGENT SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

TELEPHONE: _____ TELEFAX: _____

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

DEVIATIONS FROM SPECIFICATIONS IF ANY:

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

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

(PLEASE COMPLETE AND RETURN WITH PROPOSAL)

Name of Entity: _____

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

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

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

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

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

FORM CIQ

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

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div> 2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div> </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. </div> <div style="border: 1px solid black; height: 40px; margin-top: 5px; text-align: center; line-height: 40px;"> _____ Name of Officer </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. </div> <div style="padding: 10px; margin-top: 10px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div> 6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). </div> </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 7 </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> _____ Signature of vendor doing business with the governmental entity </div> <div style="width: 35%;"> _____ Date </div> </div>		

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

- (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

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification		Give Form to the requester. Do not send to the IRS.
	▶ Go to www.irs.gov/FormW9 for instructions and the latest information.		
	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) ▶ _____		
Print or type. See Specific instructions on page 3.	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"><tr><td colspan="11">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td colspan="11">or</td></tr><tr><td colspan="11">Employer identification number</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Social security number																						or											Employer identification number																					
Social security number																																																							
or																																																							
Employer identification number																																																							

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.			
<table border="1"><tr><td>Sign Here</td><td>Signature of U.S. person ▶</td><td>Date ▶</td></tr></table>	Sign Here	Signature of U.S. person ▶	Date ▶
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>
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FORM W-8BEN-E

Form **W-8BEN-E**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

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

► For use by entities. Individuals must use Form W-8BEN. ► Section references are to the Internal Revenue Code.
► Go to www.irs.gov/FormW8BEN 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): ☐ Corporation ☐ Partnership
☐ Simple trust ☐ Tax-exempt organization ☐ Complex trust ☐ Foreign Government - Controlled Entity
☐ Central Bank of Issue ☐ Private foundation ☐ Estate ☐ Foreign Government - Integral Part
☐ Grantor trust ☐ Disregarded entity ☐ International organization

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

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

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

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

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

Country

7 Mailing address (if different from above)

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

Country

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 59689N

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