



LEGAL NOTICE

AND

REQUEST FOR PROPOSALS P060-23

Sealed proposals will be accepted by the Brownsville Public Utilities Board/Southmost Regional Water Authority (BPUB/SRWA) for the Supply of Scale Inhibitor and Membrane Clean-In Place Chemicals, until **5:00 PM, September 13, 2023**, at the Brownsville PUB Purchasing Department located at 1155 FM 511, Olmito, Texas 78575.

Proposals received after this time will not be considered.

Proposals will be publicly opened and acknowledged on September 14, 2023 at 10:00 AM. Firms are invited to call (956) 214-6020 to listen to the proposal acknowledgement.

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

Please mark on the outside of the envelope and on any carrier's envelope/package:

"P060-23 SEALED PROPOSAL FOR THE SUPPLY OF SCALE INHIBITOR AND MEMBRANE CLEAN-IN PLACE CHEMICALS, SEPTEMBER 13, 2023, 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 proposals to the Brownsville PUB, Purchasing office by the given deadline above. **No proposal will be accepted via facsimile or electronic transmission.**

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

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

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

P060-23 Supply of Scale Inhibitor and Membrane Clean-in Place Chemicals

For any clarifications, please contact Diane Solitaire at the Brownsville Public Utilities Board, Purchasing Department at (956) 983-6366 or via e-mail at dsolitaire@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 bid” above and return this form **via email to:** dsolitaire@brownsville-pub.com. This will ensure you remain active on our vendor list.

Date: _____

Company: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Fax: _____

Email: _____

PROPOSAL INFORMATION

1.1 NOTICE TO VENDORS

Sealed proposals for the Supply of Scale Inhibitor and Membrane Clean-in Place Chemicals for the SRWA will be received by the Purchasing Department of the Brownsville PUB/SRWA, 1155 FM 511, Olmito, Texas 78575 **until 5:00 PM on September 13, 2023. Any proposals received after closing time will be rejected.** Proposals will be acknowledged and the vendor's name read aloud at 1155 FM 511, Olmito, Texas, on September 14, 2023 at 10:00 AM. Detailed specifications may be obtained at the following website https://www.brownsville-pub.com/rfp_status/open/. BPUB/SRWA reserve the right to accept any proposal, to reject any or all proposals, or to waive any defects in any proposal.

1.1.1 DESCRIPTION

This proposal shall be for the purpose of supplying and delivering scale inhibitor and membrane clean-in-place (CIP) chemicals for the Southmost Regional Water Authority (SRWA) Brackish Groundwater Treatment Facility (BGTF). Scale inhibitor is used to reduce the precipitation of iron, silica, and calcium scaling through the membranes. Membrane cleaners are used to remove foulants and restore performance of membranes.

1.2 INSTRUCTIONS TO VENDORS

All proposal envelopes shall contain one (1) signed original and two (2) hard copies and **sealed envelope shall be clearly marked on the outside of the envelope and on any carrier's envelope/package: "P060-23, SEALED PROPOSAL FOR THE SUPPLY OF SCALE INHIBITOR AND MEMBRANE CLEAN-IN PLACE CHEMICALS, SEPTEMBER 13, 2023, 5:00 PM."** All proposals will be managed by Brownsville PUB/SRWA in a manner that avoids disclosure of the contents to competing vendors and keeps the proposals confidential during any negotiations. All proposals will be open for public inspection as stated in the Texas Public Information Act, after the contract is awarded; however, trade secrets and confidential commercial or financial information in the proposals specifically identified by the Vendor will not be open for public inspection. Accordingly, **all pages in the proposal that the Vendor considers to be proprietary and confidential should be appropriately marked.**

1.2.1 PREPARATION AND SUBMITTAL OF PROPOSAL

Submit one (1) original and two (2) hard copies of the proposal using the hard copy forms included in the RFP.

THE PROPOSAL MUST INCLUDE AND SHOULD BE ORDERED AS FOLLOWS:

1. **INTRODUCTION LETTER** from Vendor giving a brief corporate overview and description of systems and services proposed to be provided. Also include in the letter the name, address, phone number, e-mail address, and fax number of the primary Vendor representative.
2. Completed **ORIGINAL PROPOSAL FORM** including price summary, signatures, and dates. Please attach any notes or exceptions fully explained in a following section.
3. Completed **VENDOR DISCLOSURE STATEMENT** including any attachments.
4. Completed **DETAILED PROPOSAL** with any notes, examples, or exceptions fully explained in an attached section with each item cross referenced. Details shall include a description of the scale inhibitor and membrane clean-in place chemicals as specified in the technical specifications included in this RFP. Computer dose modeling and other bench test results supporting the recommended dosages **MUST** be included with proposal.
5. **ALTERNATE METHODS FOR SATISFYING THE REQUIREMENTS** should be included here with full cross referencing to the section name and item number(s).
6. **OPTIONAL-Any additional information** considered by the prospective Vendor to further describe the proposed services or to support the proposal. These items could include additional reports, descriptive materials, demos, or other documentation that the Vendor wishes to furnish.

1.2.2 Cost of preparation of the proposal shall be borne by the vendor.

1.2.3 Proposals must be signed by an officer authorized to commit the vendor to a contract with Brownsville PUB/SRWA in order to receive consideration.

1.2.4 All proposals shall remain firm for ninety (90) days following the closing date for the receipt of the proposals.

1.2.5 Short-listed candidates must guarantee their Original Proposal or subsequently clarified proposal for at least ninety (90) days from the Original Proposal closing date. Vendors are expressly advised to review the proposed Contract Documents as to their legal requirements and the causes which may lead to the disqualification of a Vendor and/or the rejection of a proposal.

To obtain the best and final offers, Brownsville PUB/SRWA may require written clarifications and explanations of Vendor proposals after Original Proposal submissions when certain candidates have been short-listed for interviews. Brownsville PUB/SRWA will not be liable for any of the Vendor's costs or expenses incurred in preparation or presentation of the Proposal(s). Brownsville PUB/SRWA also reserve the right to conduct testing on samples of the proposed scale inhibitors and membrane clean-in place chemicals, 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.

To ensure that the award is made to the Vendor whose proposal best meets the needs of Brownsville PUB/SRWA, discussion based upon the Original Proposal Form, Vendor Disclosure Statement, Detailed Proposal, may be conducted with the short-listed Vendors. Brownsville PUB/SRWA expects that no more than two (2) meetings will be held with each of the short-listed Vendors. After the second (2nd) meeting, five (5) working days will be allowed for the Vendors to submit all requested additional information and explanations in writing, which shall be deemed a part of their final offer. The short-listed Vendors shall submit with such clarifications and explanations any revised projected delivery schedule. Short-listed Vendors shall be treated fairly and equally with respect to any and all opportunities for discussion, clarification, and explanation of proposals.

1.2.6 DELIVERY OF PROPOSALS

MAIL

Mailed sealed proposals must arrive at Purchasing Department, Brownsville Public Utilities Board/SRWA, 1155 FM 511, Olmito, Texas 78575, no later than **5:00 PM local time on September 13, 2023.**

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 proposals to the Brownsville PUB/SRWA, Purchasing Department by the given deadline above.

EXPRESS MAIL OR HAND DELIVERY

Deliver sealed proposals to the Purchasing Department, Brownsville Public Utilities Board/SRWA, 1155 FM 511, Olmito, Texas, no later than **5:00 PM local time on September 13, 2023.**

Late proposals will not be accepted under any circumstances.

Fax, telephone or electronic transmission of proposals will not be accepted.

The Brownsville PUB/SRWA will not be responsible for any proposals delivered to a person or location other than that specified herein.

1.2.7 VENDOR REPRESENTATIVE

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

1.2.8 CONTRACT WITH FIRM/ENTITY INDEBTED TO BPUB/SRWA

It is a policy of the Brownsville PUB/SRWA 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 Brownsville PUB/SRWA.

1.2.9 VENDOR ACH (DIRECT DEPOSIT) SERVICES

The Brownsville PUB/SRWA 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).**

1.2.10 TAX IDENTIFICATION (TIN)

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

1.2.11 TAXES

The Brownsville PUB/SRWA is exempt from Federal Excise Tax, State 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.

1.2.12 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.

1.2.13 EEOC GUIDELINES

During the performance of this contract, the Vendor 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.

1.2.14 LIVING WAGE STATEMENT

On April 16, 2007, the Brownsville PUB/SRWA Board of Directors approved a local "living wage" policy that requires all Contractors and Subcontractors performing 100% Non-Federally funded work for the Brownsville PUB/SRWA pay a minimum wage rate of \$8.00/hour. The Brownsville PUB/SRWA requires that all Contractors and Subcontractors comply with this policy.

1.2.15 CONTRACT AND PURCHASE ORDER

The product shall be delivered FOB SRWA to the location specified below in section 1.3.3 Location for Delivery and Use, page 10. 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 Brownsville PUB/SRWA after evaluation and final approval by the Board. This contract 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.

1.2.16 BROWNSVILLE PUB RIGHTS

1. The right to reject or re-propose if only one (1) or no proposal(s) is received by “submission date” or extend the submission date by an additional two (2) weeks.
2. The right to reject any/or all Proposals and to make awards as they may appear to be advantageous to the BPUB/SRWA.
3. The right to hold the proposal for ninety (90) days from submission date without action, and to waive all formalities in this RFP.
4. The right to extend the total proposal beyond the original ninety (90) day period prior to an award, if agreed upon in writing by all parties (BPUB/SRWA and firm/vendor) and if firm/vendor 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/vendor, for delay or non-performance by the firm/vendor; or if it is deemed in the best interest of the BPUB/SRWA for BPUB/SRWA’s convenience.
6. The right to increase or decrease quantities as deemed necessary by the BPUB/SRWA.

1.2.17 CORRECTIONS

Any interpretation, correction, or change to the request for proposals will be made by ADDENDUM. Changes or corrections will be issued by the Brownsville PUB/SRWA Purchasing Department. **Addenda will be emailed to all who have returned the Proposal Acknowledgment 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/SRWA prior to submitting a response to the request for proposals to ascertain if any addenda have been issued, and to obtain all addenda, execute them, and return addenda with the response to the request for proposals. Addenda may also be posted on BPUB’s webpage.

1.2.18 QUALIFICATIONS OF VENDOR

Each Vendor shall submit their Vendor Disclosure Statement with their proposal showing their experience in providing the scale inhibitor and membrane clean-in place chemicals, as well as their organization and facilities available for the work contemplated, and other requested data. The

Brownsville PUB/SRWA shall have the right to take such steps as it deems necessary to determine the ability and responsibility of the Vendor to perform their obligations under the Contract. The Vendor shall furnish the Brownsville PUB/SRWA all such information and data for this purpose as the Brownsville PUB/SRWA may reasonably request.

The Vendor is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Brownsville PUB/SRWA, and that a Vendor Disclosure Statement for each proposed subcontractor must also be submitted with the proposal documents.

1.2.19 REJECTION OF PROPOSALS

The Brownsville PUB/SRWA reserves the right to reject any or all Proposals without cause. Without limiting the generality of the foregoing, the Brownsville PUB/SRWA may reject any Proposal which is incomplete, not responsive, obscure or irregular; any Proposal that takes exception to conditions, or qualifies the commercial contractual conditions of the Brownsville PUB/SRWA; any Proposal which omits a submittal on any one or more items for which submittals are required; any Proposal which omits unit prices if unit prices are required; any Proposal accompanied by an insufficient or irregular warranty, and any Proposal from a Vendor who has previously failed to perform satisfactorily, or failed to deliver on time.

1.2.20 AWARD OF CONTRACT

The award is to be made to the responsive and responsible Vendor whose proposal, as clarified and explained, is determined to be the most advantageous to the Brownsville PUB/SRWA considering the relative importance of price and the following analysis of experience and technical evaluation factors to provide the scale inhibitor and membrane clean-in place chemicals that meet the required specifications.

Note: Evaluation factors are listed in order of their relative importance.

- The ability of the proposed Vendor to meet or exceed the requirements and associated activities within the stated time objectives. Evaluation of proposals shall be based on information supplied by the vendor, and product testing performed by the Brownsville PUB/SRWA or Brownsville PUB/SRWA designee. **(Weight 5)**
- Price (estimated annual cost based on unit price and estimated usage). Unit pricing shall remain firm on Scale Inhibitor and Membrane Clean-in-Place Chemicals for twelve (12) months after date of issuance of Purchase Order. **(Weight 5)**
- Performance of Scale Inhibitor and Membrane Clean-in-Place Chemicals on SRWA raw water as measured by factors specified in sections 1.01 B. and C. **(Weight 5)**
- Quality of Vendor performance on previous work or similar contracts. **(Weight 3)**
- The Brownsville PUB/SRWA evaluation of any identified and significant joint ventures, subcontractors, and suppliers. **(Weight 2)**

The Vendor may withdraw their proposal at any time prior to the closing time for receipt of proposal without prejudice to them, by submitting a written request for its withdrawal to the Brownsville PUB/SRWA Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

1.2.21 TERM OF CONTRACT

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. The Owner may cancel the contract at any point during the contract term. The Owner may also award an initial contract year of 1 year, but is not obligated to extend the contract for the 2nd or 3rd year for which pricing is provided in this Proposal Form.

1.2.22 PRICING

Submit unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern. **Prices shall remain firm for twelve (12) months after date on Purchase Order and shall not be subject to adjustments. All prices shall be stated in U.S. dollars.**

All fields (UNIT PRICE, EXTENDED COST) in the ORIGINAL PROPOSAL FORM must be filled. The data must be complete to identify the brand submitted.

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

1.2.23 SIGNIFICANT DATES

The following table depicts proposed significant dates for this project.

TASK	DATE
RFP ISSUE DATE	August 7, 2023
LAST DAY TO SUBMIT QUESTIONS	August 30, 2023 by 5:00 PM
PROPOSALS DUE	September 13, 2023 at 5:00 PM
PROPOSALS ACKNOWLEDGED	September 14, 2023 at 10:00 AM
PROPOSALS EVALUATED	September 14–October 5, 2023
PROVIDE FINAL RECOMMENDATIONS	October 19, 2023
SEND TO BOARD FOR APPROVAL	November 6, 2023 (Tentative)

1.3 EXISTING SYSTEM

1.3.1 GENERAL BACKGROUND

Brownsville PUB is located in the City of Brownsville, Texas, on the U.S.-Mexico border near the Gulf of Mexico. Brownsville PUB provides electric, water and wastewater services to the City and the surrounding area.

The Southmost Regional Water Authority (SRWA) Brackish Groundwater Treatment Facility is facility using reverse osmosis (RO) membrane technology to provide potable drinking water. Eight RO trains provide approximately one million gallons per day each, using a two-stage process with an overall recovery of 75%. The vessels are arranged in a 22-11 array with reject

water from the first stage feeding into the second stage. Each vessel contains seven (7) eight-inch brackish water membranes.

1.3.2 RAW WATER CHARACTERISTICS

Twenty production wells, approximately 200 to 300 feet below ground level, tap into the Rio Grande Alluvium within the Gulf Coast Aquifer. The groundwater is pumped 7.2 miles to the RO Treatment Plant. The ground water contains approximately 3,700 mg/L of total dissolved solids (TDS). Additional water quality data is available in Exhibit A.

1.3.3 LOCATIONS FOR DELIVERY AND USE

Southmost Regional Water Authority (SRWA)
1255 N. FM 511
Brownsville, TX 78526

1.3.4 CURRENT SCALE INHIBITOR AND MEMBRANE CLEAN-IN PLACE CHEMICALS

The SRWA Brackish Groundwater Treatment Facility is currently using Scale Inhibitor AWC A-108 Fe and Clean-In-Place Chemicals AWC C-234 and AWC C-237.

1.4 DELIVERY REQUIREMENTS

1.4.1 PRODUCT DELIVERY REQUIREMENTS

Vendor shall provide for the delivery of the scale inhibitor and membrane clean-in place chemicals in a timely manner as specified below. Delivery shall meet all OSHA and DOT Regulations and any other Federal and State Regulations that are applicable.

A Safety Data Sheet (SDS) and quality control data shall be provided with each delivery. The product that is delivered is subject to inspection and testing by Brownsville PUB/SRWA personnel.

No shipment will be allowed to be unloaded without prior consent from plant personnel on-site. **All drivers shall wear all necessary personal protection equipment while connecting, unloading, and disconnecting containers.**

Successful vendor shall be able to deliver the scale inhibitor and membrane clean-in place chemicals within three (3) working days after request and overnight in cases of emergencies. Delivery hours are Monday thru Friday from 8:00 AM to 4:00 PM. Notify Water Plant Operators twenty-four (24) hours prior to delivery; SRWA at (956) 983-6689.

1.4.2 QUANTITY

Quantities will be determined based on the product selection and site-specific dosages required. (Details on the treatment plant operation and raw water quality are provided in Section 1.04 Project Conditions in the Specifications section of this document.) The SRWA on-site limitations

for chemical storage include up to 10 totes of scale inhibitor and 14 drums of clean-in-place chemicals.

1.5 QUALITY ASSURANCE

- 1.5.1** Reference Standards. All scale inhibitors and membrane clean-in place chemicals shall meet the requirements of the following except where more detailed or stringent requirements are indicated by the contract documents.

ASTM – Testing Methods and Materials-D4516: Standard Practice for Standardizing Reverse Osmosis Performance Data

NSF - For treatment of potable water-Standard 60: Drinking Water Treatment Chemicals

- 1.5.2** Vendors shall have a minimum of three (3) years certifiable experience in the type of scale inhibitor and membrane clean-in place chemicals proposed.

1.6 LIABILITY AND INDEMNIFICATION

1.6.1 INSURANCE

Vendor agrees to maintain Worker's Compensation and Employers' Liability Insurance to cover all of its own personnel engaged in performing services for Brownsville PUB/SRWA under this Proposal in at least the following minimum amounts:

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

Vendor also agrees to maintain Commercial General Liability, Comprehensive Business Automobile Liability and Excess Umbrella Liability Insurance covering claims against Vendor for damages resulting from bodily injury, death or property damages from accidents arising in the course of work performed under this Proposal 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
\$1,000,000.00

Vendor shall add the Brownsville PUB/SRWA 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. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy.

Vendor shall furnish BPUB/SRWA with an Insurance Certificate prior to performing any services to confirm that all required insurance policies are in full force and effect.

1.6.2 INDEMNIFICATION AND LIMITATION OF LIABILITY

VENDOR SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF BROWNSVILLE AND BROWNSVILLE PUB/SRWA 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 VENDOR OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OF PERFORMANCE OF THIS PROPOSAL.

TO THE EXTENT ALLOWED BY TEXAS LAW GOVERNING PUBLIC ENTITIES, VENDOR'S TOTAL LIABILITY TO BPUB FOR ANY LOSS OR DAMAGES FROM CLAIMS ARISING OUT OF, OR IN CONNECTION WITH, THIS PROPOSAL FROM ANY CAUSE, INCLUDING VENDOR'S STRICT LIABILITY, BREACH OF CONTRACT, SHALL NOT EXCEED THE RESPECTIVE AND APPROPRIATE LIMITS OF THE VENDOR'S VARIOUS LIABILITY INSURANCE COVERAGES AS SPECIFIED IN SECTION 1.6.1 HEREIN. BPUB HEREBY RELEASES VENDOR FROM ANY LIABILITY EXCEEDING SUCH AMOUNTS.

1.7 GENERAL REQUIREMENTS

- 1.7.1** Three (3) municipal references using the proposed product successfully are to be included with the proposal.
- 1.7.2** The unit price shall be in product wet pound of shipment that is delivered. Scale inhibitor and membrane clean-in place chemicals shall be priced on a per tote basis at approximately 275 pounds per tote.
- 1.7.3** The successful vendor shall remove the product from the Brownsville PUB/SRWA Water Treatment Plant 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 successful vendor of unacceptable results in product performance and/or failure to meet specified requirements. The Water Treatment Manager's decision shall be final.

- 1.7.4** Upon failure of the successful vendor to comply with any part of the specifications, the Brownsville PUB/SRWA will notify such vendor to remove product from the Brownsville PUB/SRWA premises. A period of two (2) weeks will be allowed for removal of product.
- 1.7.5** 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 Scale Inhibitor and Membrane Clean-in Place chemicals (refer to Section 1.6). 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 the scale inhibitor and membrane clean-in place chemicals. The Vendor must provide, with proposal and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations. A current Certificate of Insurance must be on file with the Brownsville PUB/SRWA at all times.

**ORIGINAL PROPOSAL FORM
FOR
P060-23 SUPPLY OF SCALE INHIBITOR AND MEMBRANE CLEAN-IN
PLACE CHEMICALS**

To: Brownsville Public Utilities Board/SRWA
 1155 FM 511
 Olmito, Texas 78575
 Attention: Purchasing Department

Proposal Due: September 13, 2023 at 5:00 PM

Acknowledgment of Proposal: September 14, 2023 at 10:00 AM

The undersigned Vendor, having read and examined the requirements and specifications for the above, proposes to supply the chemical set forth in the Original Proposal. All prices stated herein are firm for twelve (12) months after date of Purchase Order and shall not be subject to adjustments. All prices are stated in U.S. dollars.

PRICE

The undersigned Vendor hereby proposes to furnish the following product, as described herein, for the price of:

SCALE INHIBITOR

Term	Proposed Scale Inhibitor Trade Name	Proposal Price (Dollars Per Pound of Scale Inhibitor)	Delivered Solution Specific Gravity	Dosing Rate (mg/L)
Year 1				
Year 2				
Year 3				

MEMBRANE CLEAN-IN-PLACE CHEMICALS

Term		Proposed CIP Chemical Trade Name	Cost of Chemicals per Pound for One RO Plant Cleaning	Anticipated Gallons of Chemical for Annual CIP Event
Year 1	Acidic Cleaner			
	Alkaline Cleaner			
Year 2	Acidic Cleaner			
	Alkaline Cleaner			
Year 3	Acidic Cleaner			
	Alkaline Cleaner			

OPTIONAL SERVICES

Service	Cost per Membrane or Occurrence
Membrane Autopsy	
Membrane Cleaning Analysis	

The Brownsville PUB reserves the right to contract for each of the above described elements individually or as a whole at their own discretion.

All goods and services are to be proposed FOB SRWA, 1255 N FM 511, Brownsville, TX 78526.

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 cost are satisfactory, and the renewal is agreed upon in writing by both parties.

Brownsville PUB/SRWA has the right to increase or decrease quantities as deemed necessary. In proposal, stipulate whether the increase or decrease will affect proposal price.

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

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

PROPOSER SIGNATURE DECLARATION

The undersigned hereby offers and agrees to furnish the goods and services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFP document and any written exceptions in the offer accepted by the Owner.

This proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the Vendor has not directly or indirectly induced or solicited any other Vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; and the Vendor has not in any manner sought by collusion to secure for themselves an advantage over any other Vendor.

Company Name: _____

Authorized Company Representative: _____
(Print Name and Title)

Authorized Company Representative: _____
Signature (Failure to sign proposal will automatically disqualify it)

Company Address: _____
City State Zip Code

Telephone #: _____ Fax #: _____

Twenty-Four Hour Telephone #: _____

Email: _____

VENDOR DISCLOSURE STATEMENT

1. Company Name
2. Address
3. What is the ownership structure of the business unit? Is the business unit an independent business or a division or subsidiary of a larger corporation? Is the ultimate ownership public or private?
4. Firm Description: Provide succinct descriptions of your firm, including relevant information about the firm's capacities, size, range of services (including experience with proposed solution), and length of time in existence. Include a statement of the firm's qualifications for performing the subject services. (General promotional materials should be bound separately and placed in an appendix.)
5. How long has your company or division provided services to the water utility industry? To other industries?
6. Please provide all recent client references for services. For each client, please provide:
 - Client name, address, and phone number
 - Client contact
 - Indication of size of similar system
 - Years of usage
 - Significant subcontractors; if other subcontractors are to be involved with the performance of these services, those subcontractors should comply with above items.
7. What has been your track record in meeting all EPA, TCEQ or other regulatory agencies requirements for the treatment of water to be used for human consumption?
8. Qualification of Key Personnel: Provide the names of the firm's key personnel who will be providing technical support for use of the product(s), and a synopsis of their experience relevant to the work contemplated herein. Specify experience of key personnel in each of the relevant areas.
9. The proposing agency warrants and covenants that no official or employee of Brownsville PUB/SRWA, nor any business entity in which Brownsville PUB/SRWA has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to Brownsville PUB/SRWA.

SPECIFICATIONS FOR SUPPLY AND DELIVERY OF SCALE INHIBITOR AND MEMBRANE CLEAN-IN PLACE CHEMICALS

PART 1 - GENERAL

1.01 QUALITY ASSURANCE

- A. **Manufacturer** of scale inhibitor and membrane cleaning chemicals shall be ISO 9001 certified.
- B. **Scale Inhibitor**
 - 1. Scale inhibitor must be NSF 60 certified for drinking water applications.
 - 2. Chemical strength
 - a. Specific gravity and dose of chemical shall facilitate use of the existing chemical metering pumps, which, while operating within the range of 20 to 90 percent speed, can deliver between 0.06 and 0.99 gallons per hour. There are eight (8) metering pumps and one pump operates for each RO train in service.
 - b. The use of concentrated scale inhibitor is acceptable; however, the batching of concentrate must be done off-site. The product delivered shall be guaranteed to be of the concentration that corresponds with the recommended dosing rate. Make-up water used for dilution of concentrated scale inhibitor shall be chlorine free and shall not compromise the performance of the scale inhibitor or compromise the integrity of the RO membranes.
 - c. Delivered product shall contain 9% solids content or greater.
 - 3. The scale inhibitor solution shall retain full inhibition and dispersant properties for a period of one (1) year from the date of delivery. The scale inhibitor solution shall not support biological growth in the solution during the period of one (1) year from the date of delivery.
 - 4. Without acidification of the RO feed water, the scale inhibitor shall (1) control all mineral scale, including (but not limited to): calcium carbonate, calcium sulfate, strontium sulfate and silica; (2) prevent deposition of iron fouling when concentration of ferric iron may periodically range from 0.4 to 0.6 mg/L.
 - 5. Compatibility:
 - a. The scale inhibitor shall be fully compatible with feed water constituents such as silica, calcium, magnesium, iron, manganese, and aluminum. These feed water constituents, if present, will not cause precipitation of the scale inhibitor.
 - b. The scale inhibitor shall be fully compatible with thin film composite polyamide membrane elements, specifically Hydranautic's ESPA 2 membrane.
 - 6. The scale inhibitor shall consist of organic compounds which inhibit:
 - a. The precipitation of sparingly soluble inorganic salts such as, but not limited to, calcium carbonate, calcium silicate, strontium sulfate and silica.
 - b. The deposition of colloidal materials such as, but not limited to clays and the hydroxides of metals such as aluminum, iron, and manganese.

7. The scale inhibitor, when used in the dose as recommended by the successful Vendor and when the reverse osmosis plant is operated at the specified recovery, shall fully inhibit any sparingly soluble salts that are indicated by the specified feed water analysis for at least 24 hours.
 - a. Assume recovery may vary by +/- 2 percent from stated condition.
 - a. Design water quality may vary by +/- 10% from stated condition.
- C. Clean-in-Place Chemicals**
1. CIP chemicals must be NSF 60 certified for drinking water applications.
 2. The CIP chemicals proposal shall be a liquid, synergistic chemical blend having a minimum of the following components:
 - a. For acidic cleaner - must have a pH buffer, a chelant, and dispersant.
 - b. For alkaline cleaner - must have a pH buffer, surfactant, and dispersant.
 3. The use of the CIP chemical shall not damage the membranes or compromise the membrane warranty.
- D. Safety Data Sheets (SDS)** Upon award of any contract resulting from this solicitation, the successful Vendor will be required to provide a minimum of four copies of the Safety Data Sheets (SDS) for scale inhibitor and CIP chemicals, by Chemical Abstracts Registry (CAS) Numbers and provide percent active ingredients. The Owner agrees to sign a confidentiality statement if such a statement is requested by successful Vendor.

1.02 WARRANTY AND CONDITIONS

- A. The Vendor shall warranty the scale inhibitor against damage to the membrane elements due to scale. Damage to the element is defined as any physical damage to the membrane surface which results in a loss of ASTM normalized salt rejection or permeate flow and is non-recoverable with cleaners and cleaning procedures recommended by the Vendor.
- B. Membrane cleaning is required in accordance with the following conditions and in accordance with the membrane supplier's conditions:
 1. ASTM D 4516 Normalized Permeate Flow declines by 10 percent from the standard condition.
 2. ASTM D 4516 Normalized Salt Rejection increases or declines by 10 percent from the standard condition.
 3. Normalized Feed-Brine Differential Pressure increases by 15 percent from the standard condition.
- C. When the RO system is operated at the recovery specified and with a feed water whose analysis falls within the ranges specified:
 1. Should the use of:
 - a. Scale inhibitor at the dosage indicated in the proposal form result in a sparingly-soluble inorganic precipitate that fouls the reverse osmosis membrane such that cleaning is required more than once per year, then the

- successful Vendor shall clean or replace the membrane elements at no cost to the Owner.
- b. CIP chemicals (used in accordance with the procedures recommended by the successful Vendor) result in a loss after cleaning of ASTM normalized permeate flow or salt rejection that exceeds 15% beyond typical and anticipated irrecoverable performance loss as specified by the membrane manufacture, the successful Vendor shall replace membrane elements at no cost to the Owner.
2. If successful Vendor must increase their dosage, or change products to avoid precipitation of sparingly soluble salts, the change shall be made at no additional cost to the Owner. Payments for scale inhibitor within the contract term will be based upon the dosage and unit pricing indicated in the proposal form.
 3. If the Owner determines that an increase dosage rate is required, because the rate submitted was artificially low, they may terminate the contract at their discretion.
- D. The scale inhibitor shall be used in accordance with the published product selection guidelines and the site-specific dosage recommended by the Vendor based on the Vendor's dosing model.
- E. This warranty shall be in place for the chemical supply contract period.
- F. All warranty claims by Owner must be accompanied by a sample of the affected membrane and system monitoring data. Required system monitoring data shall include:
1. Verification of RO train operation in accordance with conditions specified by the standard conditions:
 - a. Train recovery data trends.
 - 1) Calculated by daily manual data entry to spreadsheet.
 - b. Stage 1 flux data trends.
 - 1) Calculated by daily manual data entry to spreadsheet.
 - c. Stage 2 flux data trends.
 - 1) Calculated by daily manual data entry to spreadsheet.
 - d. Feed water quality.
 - 1) Silt Density Index (post cartridge filters).
 - a) Daily manual data entry to spreadsheet.
 - 2) Alkalinity, calcium hardness, total hardness.
 - a) Monitored weekly
 - 3) Turbidity (post cartridge filters), pH, Temperature.
 - a) Daily manual data entry to spreadsheet.
 - 4) Calcium, magnesium, sodium, potassium, barium, strontium, alkalinity, pH, temperature, sulfate, chloride, fluoride, nitrate, phosphate, aluminum, manganese, iron, silica.
 - a) Once per year by laboratory.
 2. Verification of scale inhibitor dose in accordance with conditions specified by successful Vendor:

- a. Flow from scale inhibitor system.
 - 1) Calibration column log (daily).
- 3. Verification of fouling conditions:
 - a. Stage 1 ASTM Normalized Permeate Flow.
 - 1) Calculated by manual data entry to spreadsheet.
 - b. Stage 1 ASTM Normalized Salt Rejection.
 - 1) Calculated by manual data entry to spreadsheet.
 - c. Stage 1 Normalized Feed-Brine Differential Pressure
 - 1) Calculated by manual data entry to spreadsheet.
 - d. Stage 2 ASTM Normalized Permeate Flow.
 - 1) Calculated by manual data entry to spreadsheet.
 - e. Stage 2 ASTM Normalized Salt Rejection.
 - 1) Calculated by manual data entry to spreadsheet.
 - f. Stage 2 Normalized Feed-Brine Differential Pressure
 - 1) Calculated by manual data entry to spreadsheet.

1.03 SUBMITTALS

- A. The following submittals are due upon receipt of the Proposal Form (Pages 15-16):
 - 1. Scale inhibitor dose and computer dose modeling output based on the feed water quality provided in Exhibit A-Page 28.
 - a. Computer modeling software shall use complex ion modeling to ensure the projected scale inhibitor use is adequate and accurate.
 - b. Calcium Carbonate Precipitation Potential (CCPP) saturation indices is preferred to Langelier Saturation Index (LSI). If the LSI is used as the only method for determining calcium carbonate saturation, ENGINEER shall be provided the opportunity to review the software's LSI calculation before proposals are submitted.
 - 2. Evidence that the scale inhibitor will inhibit the formation of scale of the concentrate chemistry for at least 24 hours shall be provided at the time of proposal submission. Laboratory data demonstrating induction time is achieved, or equivalent will be accepted.
 - a. Up to 1 liter of feed water will be made available to Vendors by Owner upon request. If additional volume of feed water is required, Vendors may provide containers and pre-paid return shipping instructions to Owner.
 - b. Vendors must submit testing methods, or equivalent will be reviewed and determined acceptable by Owner before submission of the Proposal Form (Pages 15-16) and testing data, or equivalent, based upon the pre-approval process outlined above.
 - 3. CIP chemical quantities for a one-year supply (assuming a high pH and low pH clean for each stage of all trains once per year) at the stated project conditions.
 - 4. NSF 60 certification for scale inhibitor and CIP chemicals. The NSF certification for the product submitted must be current on the date of proposal submittal.
 - 5. Unless the product has been used at the full-scale plant or piloted onsite within the last two years, a letter from the membrane supplier, dated within 2 years of date proposal was submitted, which states the use of the scale inhibitor and CIP

chemical will not damage the membranes or compromise the membrane warranty.

6. CIP chemical dose and application instructions.
7. CIP chemical neutralization instructions.
8. The Owner reserves the right to request for supplementary technical details.

1.04 PROJECT CONDITIONS

A. General

1. The SRWA BGTF is a 10-MGD RO treatment plant that has operated at an annual average flow ranging from 6 to 7.7 MGD over the last 7 years.

B. Pretreatment

1. No acid is used for feed water pH adjustment.
2. Scale inhibitor is dosed into an in-line static mixer.
3. Scale inhibitor is dosed ahead of the cartridge filters, which are designed in accordance with the following conditions:

Cartridge Filter Design Criteria		
Description	Units	Design Criteria
Total Membrane Feed Water Flow	gpm (mgd)	7,430 (8.9)
No. of Cartridge Filter Vessels (Total)	No.	6
Cartridge Filter Vessel Flow	gpm/ea. (mgd/ea.)	926.7 (1.3)
Cartridge Filter Type		String Wound Fiber - Polypropylene Double Open End/Knife Seal
Cartridge Filter Micron Rating	micron	5
Cartridge Filter Loading Rate	gpm/10-inch	1.3
Cartridge Filter Length	in.	40
No. of Cartridges per Vessel	No.	176

A. Feed Water Analysis

1. The Southmost Regional Water Authority is fed by fourteen (14) to twenty (20) brackish groundwater wells.
2. Water quality for the SWRA wellfield is presented in Exhibit A, Page 29.

B. RO Train Criteria

1. RO Train Design Criteria is presented in the table below:

RO Train Design Criteria		
Parameter	Unit	Design Criteria
RO Feed Water Flow	gpm (mgd)	7,403 (8.9)
RO Permeate Water Flow	gpm (mgd)	5,552 (6.7)
RO Concentrate Water Flow	gpm (mgd)	1,851 (2.2)
Membrane Trains		
Number of Membrane Trains	No.	8
Train Permeate Capacity	gpm/ea. (mgd/ea.)	695 (1.0)
Train Flux Rate	gfd	11.9
Flux Rate Stage 1	gfd	12.6
Flux Rate Stage 2	gfd	10.5
RO System Recovery Rate	%	75 ± 2
No. of Train Array Stages	No.	2
No. of 1 st Stage Pressure Vessels per Train	No.	22
No. of 2nd Stage Pressure Vessels per Train	No.	11
No. of Membrane Elements Per Vessel	No.	7
RO Membrane Area per Element	ft ²	400
RO Membrane Elements		Hydramatics ESPA2
Type of Interstage Pump		Turbocharger, Pump Engineering, Inc.
Inter-stage Booster Pump Flow Rate	gpm	439
Inter-stage Booster Pump TDH (Typical)	ft H ₂ O	40

- A. Scale Inhibitor Storage and Feed System
 - 1. Bulk storage tank
 - a. Capacity: 500 gallons (consisting of two, 275 gallon totes).
 - 2. Delivery:
 - a. 275 gallon “delivery” totes are drained by gravity to the two 275 gallon totes that remain installed in place.
 - 3. Metering Pump
 - a. Quantity: 8 (i.e., one for each RO train in service)
 - b. Capacity (per pump) when operating between 20 to 90 percent speed: between 0.06 and 0.99 gallons per hour.
 - 4. Metering Monitor
 - a. General:
 - 1) Located on discharge manifold of metering pump (FSL205A – 205H).
 - b. Manufacturer/Model:
 - 1) Prominent/Type II Metering Monitor

B. CIP System

1. General:

- a. The CIP system is designed to provide cleaning flows of up to 22 vessels at a time. The cleaning for the first stage is isolated so as to prevent CIP return solution from entering the second stage.

2. The criteria for the CIP system are presented in the following table.

Clean-in-Place System Design Criteria		
Parameter	Unit	Criteria
Pressure Vessel Production Flow Rate		
Stage 1	gpm/ea.	42
Stage 2	gpm/ea.	40
Pressure Vessel Cleaning Flow Rate		
Stage 1	gpm/ea.	40
Stage 2	gpm/ea.	40
CIP Chemical Tank	No. (gal)	1 (2,500)
CIP Recirculation Type		Self Priming End-Suction Centrifugal
CIP Recirculation Pump Flow	gpm	880
CIP Recirculation Pump Discharge Pressure	psig	67.1
CIP Recirculation Pump TDH	ft H ₂ O	150
CIP Recirculation Pump Horsepower	hp	60
CIP Recirculation Pump Driver		Constant Speed
CIP Cartridge Filter Type		String Wound Double Open End/Knife Seal
CIP Cartridge Filter Micron Rating	micron	1
CIP Cartridge Filter Loading Rate	gpm/10-inch	4.2
Length of CIP Cartridge Filters		40
No. of CIP Cartridge Filters		52
CIP Tank Heater, No. per Tank	No.	1
Size	KW	45

PART 2 PRODUCTS

2.01 QUANTITY

- A. Scale Inhibitor
 - 1. Proposal shall be based upon a twice annual delivery of scale inhibitor of sufficient quantity to satisfy the annual average flow.
 - 2. CIP Chemicals
 - a. Proposal shall be based furnishing both alkaline and acid cleaners of sufficient quantity for a once per year cleaning regime of all RO membrane trains. Refer to Project Conditions for RO train and CIP system details.

PART 3 EXECUTION

3.01 DELIVERY, STORAGE, AND HANDLING

- A. General Deliveries:
 - 1. The successful Vendor shall make deliveries of scale inhibitor and CIP chemicals upon request to the **Southmost Regional Water Authority Brackish Groundwater Treatment Facility**, located at **1255 N FM 511, Brownsville, Texas 78526**.
 - 2. The successful Vendor shall coordinate deliveries with Owner in advance of delivery. Delivery will be accepted between 8:00 A.M. and 4:00 PM. If Vendor cannot make the delivery during the stated hours, the successful Vendor shall notify the Owner and an alternate time may be arranged at the discretion of the Owner.
 - 3. Deliver of scale inhibitor:
 - a. In multiple 275 gallon totes.
 - 4. Deliver CIP products:
 - a. In manufacturer's original containers with seals unbroken and labeled with manufacturer's batch number.
 - b. On a pallet with a maximum container size of 55 gallons (drum).
 - 5. Owner's staff will remove totes and pallets from delivery vehicle using a forklift.
- B. Condition of Cargo Trailers
 - 1. All cargo trailers and appurtenant valves used for the delivery of scale inhibitor and CIP products under this agreement shall be in good mechanical order and shall be in full compliance with the applicable requirements of the Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations, as currently issued.
- C. Safety Requirements and Training
 - 1. The truck driver shall have received appropriate training and shall wear the appropriate protective equipment when required.

2. The successful Vendor shall furnish to the Owner the Safety Data Sheets (SDSs) in accordance with Article 1.01, submittals of this Section. Failure to do so will result in cancellation of this agreement.
3. The truck driver must check in with the plant manager, receive a site orientation, and acknowledge having received such orientation before the unloading operation may commence.

D. Spillage

1. The Owner has a “zero spillage” policy for chemical transfer operations.
2. The successful Vendor shall provide equipment and training of truck drivers to manage spillage should it occur prior to delivery to the site.
3. In the event of leakage or spillage before unloading totes and drums, it shall be the successful Vendor’s responsibility to effect immediate containment, clean-up, disposal and restoration activities in accordance with applicable laws and regulations and subject to the Owner’s satisfaction. All material associated with such clean-up operations such as spent absorbent shall be removed by the successful Vendor.
4. The successful Vendor shall be notified promptly of any spillage which, in the opinion of the Owner, is inadequately cleaned up by the successful Vendor’s personnel. Any spillage inadequately cleaned up within four (4) hours of notification or, at the discretion of the Owner, any spillage that requires immediate clean-up exceeding the abilities/equipment of the driver will be cleaned up by the Owner. The successful Vendor shall be responsible for reimbursing the Owner for the costs incurred, including fines or penalties which may be imposed by regulating authorities.
5. The Owner’s chemical delivery site does not have facilities for washing down the successful Vendor’s equipment. Hoses, valves, and other equipment used by the truck driver in delivering the chemicals shall not be washed at the Owner’s facility.

3.02 PLACEMENT OF ORDERS

- A. The Owner shall notify the successful Vendor a minimum of thirty (30) days in advance of the requirements of each bulk delivery of scale inhibitor or a minimum of fifteen (15) days for delivery of CIP chemicals. The successful Vendor shall then arrange for the delivery during acceptable hours, as stated in Article 3.01. The operator placing the order will indicate where to deliver the product at the time the delivery is placed.

3.03 OWNER CONTACTS

- A. In the event of problems and/or question arises regarding this agreement, the successful Vendor shall contact one of the Owner’s Facility Chief Operator at 1. (956) 525-3704 or 2. (956) 983-6480 or (956) 786-5433, or, failing to receive an adequate response; 3. The Owner’s Operations Manager at (956) 459-9888.

3.04 TECHNICAL SUPPORT, OPTIONAL SERVICES

- A. At the discretion on the Owner, the supplier shall provide at no cost, a minimum annual site visit to review site operations and provide training regarding scale control for the RO system.
- B. At the discretion on the Owner, the supplier shall provide free of charge, follow-up on-site technical assistance and troubleshooting regarding scale control for the RO system.
- C. At the discretion on the Owner, the Vendor will conduct at no cost an annual efficiency study to optimize the scale inhibitor dosage rates.
- D. At the discretion on the Owner, shall membrane fouling occur, successful Vendor shall diagnose cause of fouling free of charge and provide the Owner with a cleaning recommendation within two weeks.
- E. At the discretion on the Owner, the Vendor will complete full membrane and/or autopsy analyses for a single tail end element, which may include cleaning optimization studies.

END OF SECTION

EXHIBIT A AVERAGE WATER QUALITY

PROJECT: Scale Inhibitor Procurement
 CLIENT: BPUB
 BY: T.Seacord, J.Butz
 DATE: 6/22/2023
 NOTES: Average RO Feed Water Quality (using data from 5/8, 5/11 and 5/12)

	Average Water Quality		Typical Seawater		+20% OVER AVERAGE ⁽¹⁾			-15% UNDER AVERAGE ⁽¹⁾		
					% Blend Seawater			% Blend Seawater		
CATIONS	mg/L	meq/L	mg/L	meq/L	%	mg/L	meq/L	%	mg/L	meq/L
Calcium (Ca++)	147	7.3	188	9.4	2%	148	7.4	-2%	146	7.3
Magnesium (Mg++)	53	4.4	389	32.0	2%	60	5.0	-2%	48	4.0
Sodium (Na+)	910	39.6	14114	613.9	2%	1189	51.7	-2%	708	30.8
Potassium (K+)	14.3	0.4	435	11.1	2%	23.2	0.6	-2%	7.9	0.2
Barium (Ba++)	< 0.02		0.2	0.0	2%	< 0.02		-2%	< 0.02	
Strontium (Sr++)	3.5	0.1	13	0.3	2%	3.7	0.1	-2%	3.4	0.1
Iron (Fe+++) ⁽²⁾	0.51	0.0	0.2	0.0	2%	0.5	0.0	-2%	0.5	0.0
Manganese (Mn++)	0.071	0.0	0.200	0.0	2%	0.074	0.0	-2%	0.069	0.0
Ammonium (NH4+)	0.77	0.0		0.0	2%	0.77	0.0	-2%	0.78	0.0
Aluminum (Al+++)	0.10	0.0		0.0	2%	0.1	0.0	-2%	0.1	0.0
CATIONS	1,129	51.8	15,140	666.8		1,426	64.8		915	42.4
Bicarbonate (HCO3-)	447	7.3	145	2.4	2%	441	7.2	-2%	452	7.4
Carbonate (CO3--)	0.30	0.0	3.75	0.1	2%	0.37	0.0	-2%	0.25	0.0
Sulfate (SO4--)	1,200	25.0	2,735	57.0	2%	1232	25.7	-2%	1177	24.5
Chloride (Cl-)	943	26.6	21,416	604	2%	1376.3	38.8	-2%	630.5	17.8
Fluoride (F-)	< 0.1		0.8	0.0	2%	0.11	0.0	-2%	0.09	0.0
Nitrate (NO3-)			3.75	0.1	2%	0.1	0.0	-2%		0.0
Phosphate (PO4---)	< 10		124	3.9	2%	< 10		-2%	< 10	
Bromide (Br-)			65	0.8	2%	1.4	0.0	-2%		0.0
ANIONS	2,591	58.9	24,493	668.4		3,051	71.8		2,259	49.7
LAB QA/QC										
SUM OF ANIONS - SUM OF CATIONS:	7.1		meq/L			6.9			7.3	
% Δ MEQ/L ANIONS TO CATIONS:	13%		Should be < 10%			10%			16%	
GENERAL WATER QUALITY										
Silica (mg/L)	34	-	2.4	-	2%	33.7		-2%	34.8	
Boron (mg/L)	3.0	-	4.0	-	2%	3.0		-2%	3.0	
Turbidity (NTU)	0.04	-		-						
pH (S.U.)	7.3	-	8.2	-	2%	7.3		7.30		
Alkalinity (mg/l as CaCO3)	367	-	119		2%	362		371		
Hardness (mg/l as CaCO3)	586	-	2,073		2%	618		564		
Conductivity (umho/cm)	5.39	-		-						
TDS (SUM)	3,757	-	39,639		2%	4,500		3,200		
TDS (EVAP)	3,667	-		-						
Temperature (°C)	26	-		-						
Temperature (°F)	79	-		-						
Notes:										
(1) Range in water quality is based upon TDS data observed between 2005 to present. Because no specific mineral composition data is available when the minimum or maximum TDS concentrations occurred, water chemistry has been estimated using a blend of seawater.										
(2) Water from the BGTF wellfield is treated with chlorine dioxide, micronic strainers, ferric chloride and MF before the RO cartridge filters. BPUB has reported that when power failures occur in the wellfield, iron concentrations after the MF system increase and are observed by the condition of condition of the RO cartridge filters. Concentrations ferric iron are reported to range from 0.4 to 0.6 mg/L during these events.										

**REQUIRED
FORMS CHECKLIST**

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

NAME	FORM DESCRIPTION	SUBMITTED WITH RFP	
		YES	NO
Required Forms (if applicable)	Acknowledgement Form	<input type="checkbox"/>	<input type="checkbox"/>
	Debarment Certificate	<input type="checkbox"/>	<input type="checkbox"/>
	Ethic Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Conflict of Interest Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Direct Deposit Form (Will be provided to the awarded Firm)	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification Form	<input type="checkbox"/>	<input type="checkbox"/>
	House Bill 89 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Senate Bill 252 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Byrd Anti-Lobbying Certification Form	<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions (if applicable)	Proposal Schedule/Cost sheet completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
	Cashier Check or Bid Bond of 5% of Total Amount of Bid	<input type="checkbox"/>	<input type="checkbox"/>
	OSHA 300 Log	<input type="checkbox"/>	<input type="checkbox"/>
	Contractor Pre-Bid Disclosure completed, signed and notarized	<input type="checkbox"/>	<input type="checkbox"/>
	Sub-Contractor Pre-Bid Disclosure completed, signed, and notarized	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
References	Complete the Previous Customer Reference Worksheet for each reference provided	<input type="checkbox"/>	<input type="checkbox"/>
Addenda		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

ETHICS STATEMENT (Complete and Return this form 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 the firm has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal, the firm certifies and represents that firm has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Brownsville Public Utilities Board concerning this proposal on the basis of any consideration not authorized by law; the firm also certifies and represents that firm has 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 firm has 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 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 (Complete and Return this form with Proposal)

Name of Entity: _____

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

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency:

Have not within a three year period preceding this proposal been convicted of, 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;

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 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.

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY & 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; margin-top: 5px;"></div>	
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed.		
<div style="border-bottom: 1px solid black; width: 60%; margin: 0 auto;"></div> Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<div style="margin-bottom: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
<div style="border-bottom: 1px solid black; width: 100%;"></div> Signature of vendor doing business with the governmental entity		<div style="border-bottom: 1px solid black; width: 100%;"></div> 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

- (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]

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number <table border="1"><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table> or Employer identification number <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>					-			-																
				-			-																		

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

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

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

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.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- 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.

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.

Form **W-8BEN-E**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service**Certificate of Status of Beneficial Owner for
United States Tax Withholding and Reporting (Entities)**

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

OMB No. 1545-1621

Do NOT use this form for:

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

Instead use Form:**Part I Identification of Beneficial Owner****1** Name of organization that is the beneficial owner**2** Country of incorporation or organization**3** Name of disregarded entity receiving the payment (if applicable, see instructions)**4** Chapter 3 Status (entity type) (Must check one box only):☐ Simple trust☐ Tax-exempt organization☐ Corporation☐ Complex trust☐ Partnership☐ Foreign Government - Controlled Entity☐ Central Bank of Issue☐ Private foundation☐ Estate☐ Foreign Government - Integral Part☐ Grantor trust☐ Disregarded entity☐ International organizationIf 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.)☐ Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).☐ Nonreporting IGA FFI. Complete Part XII.☐ Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.☐ Participating FFI.☐ International organization. Complete Part XIV.☐ Reporting Model 1 FFI.☐ Exempt retirement plans. Complete Part XV.☐ Reporting Model 2 FFI.☐ Entity wholly owned by exempt beneficial owners. Complete Part XVI.☐ Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.☐ Territory financial institution. Complete Part XVII.☐ Excepted nonfinancial group entity. Complete Part XVIII.☐ Sponsored FFI. Complete Part IV.☐ Excepted nonfinancial start-up company. Complete Part XIX.☐ Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.☐ Certified deemed-compliant nonregistering local bank. Complete Part V.☐ 501(c) organization. Complete Part XXI.☐ Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.☐ Nonprofit organization. Complete Part XXII.☐ Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.☐ Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.☐ Certified deemed-compliant limited life debt investment entity. Complete Part VIII.☐ Excepted territory NFFE. Complete Part XXIV.☐ Active NFFE. Complete Part XXV.☐ Certain investment entities that do not maintain financial accounts. Complete Part IX.☐ Passive NFFE. Complete Part XXVI.☐ Excepted inter-affiliate FFI. Complete Part XXVII.☐ Owner-documented FFI. Complete Part X.☐ Direct reporting NFFE.☐ Sponsored direct reporting NFFE. Complete Part XXVIII.☐ Restricted distributor. Complete Part XI.☐ 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)