



## LEGAL NOTICE

AND

## INVITATION TO BID P #022-24

The Brownsville Public Utilities Board (BPUB) is requesting Competitive Sealed Proposals (hereon “RFP”) for the **Purchase of Two Compressed Air Systems for Water Treatment Plant No. 1 until 5:00 PM, March 6, 2024** in the Brownsville PUB Purchasing Office, 1155 FM 511, Olmito, Texas. **RFP received after this time will not be considered.**

RFP’s will be acknowledged by BPUB on March 7, 2024 at 10:00 AM. Firms can call in at 10:00 AM, March 7, 2024 to (956) 214-6020 to listen to the proposal opening.

Detailed specifications may be obtained at the following website: [https://www.brownsville-pub.com/rfp\\_status/open/](https://www.brownsville-pub.com/rfp_status/open/).

Each proposal shall be enclosed in a sealed envelope and shall be plainly marked on the outside of the envelope and on any carrier’s envelope: **“P022-24 PURCHASE OF TWO COMPRESSED AIR SYSTEMS FOR WATER TREATMENT PLANT NO. 1, MARCH 6 2024, 5:00 PM”**. This envelope shall be addressed to Diane Solitaire; Brownsville Public Utilities Board; Purchasing Department; 1155 FM 511, Olmito, Texas 78575.

Each proposal shall constitute an offer to the Board, as outlined therein, and shall be irrevocable for at least ninety (90) days after the time announced for the opening thereof. Firm is required to execute a contract and furnish a Supply Bond. The supply bond shall be valid from the notice of award until the acceptance of the Compressed Air System. Additionally, in lieu of supply bond, a letter of credit (LOC) from a Texas institution is acceptable. If the successful firm fails to execute the contract and to furnish a satisfactory Supply Bond within 10 days from the date on which he is notified that his proposal has been accepted, the amount of his check or supply bond shall be forfeited to the Brownsville PUB as mutually agreed to liquidated damages, and not as a penalty.

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

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

BY:

*Diane Solitaire*

Purchasing

(956) 983-6366 - Phone

Please submit this page upon receipt.

**ACKNOWLEDGEMENT FORM**

P#022-24 Purchase of Two Compressed Air Systems for Water Treatment Plant No. 1

For any clarifications, please contact Diane Solitaire at the Brownsville Public Utilities Board, Purchasing Department at (956) 983-6366 e-mail: [dsolitaire@brownsville-pub.com](mailto:dsolitaire@brownsville-pub.com)

Please e-mail this page upon receipt of 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 bid, kindly indicate your reason for “No bid” above and return this form **via email to [dsolitaire@brownsville-pub.com](mailto:dsolitaire@brownsville-pub.com)**. This will ensure you remain active on our vendor list.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Type Signatory’s Name and Title

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number / Fax Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signatory’s Email Address

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

## Special Instructions

### *Contract Information*

- **Interpretation**

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

Diane Solitaire, Purchasing & Materials Manager  
(956) 983-6366

- **Tentative Time Line**

1. February 20, 2024 through March 6, 2024 - Vendors work on bid.
2. March 6, 2024 at 5:00 PM CST - **Vendor must submit 2 sets of sealed proposal documents in an envelope to:**

Diane Solitaire, Purchasing  
1155 FM 511  
Olmito, TX 78575

Proposal P022-24, Purchase of Two Compressed Air Systems for Water Treatment Plant No. 1

**Due on March 6, 2024 at 5:00 PM CST**

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

3. February 26, 2024 – Last day to submit questions
4. March 6, 2024 – Proposal Due at 5:00 PM CST
5. March 7, 2024 – Proposal Acknowledgment at 10:00 AM CST
6. March 8 through March 22, 2024 - Evaluate proposal documents
7. March 25, 2024 - Provide Final Recommendations
8. April 8, 2024 - Send to Utilities Board for approval

### **INSTRUCTIONS TO RFP RESPONDENTS**

Firms must submit a signed one (1) paper original and one (1) paper copy (entire document) of the proposal 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 March 6, 2024.**

Sealed envelope must be clearly labeled as follows:

Brownsville Public Utilities Board

Attention: Diane Solitaire

1155 FM 511

Olmito, TX 78575

**“P022-24 Purchase of Two Compressed Air Systems for Water Treatment Plant No. 1, March 6, 2024 at 5:00 PM”**

### **CONTRACT WITH FIRM/ENTITY INDEBTED TO BPUB**

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

### **FIRM REPRESENTATIVE**

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

### **VENDOR ACH (DIRECT DEPOSIT) SERVICES**

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

### **TAX IDENTIFICATION NUMBER (TIN)**

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

### **TAXES**

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

### **SIGNING OF PROPOSAL**

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

## **EEOC GUIDELINES**

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

## **CONTRACT AND TERM**

The Compressed Air system shall be delivered FOB to 94 West 13<sup>th</sup> Street, Brownsville, Texas. An equipment contract for proposal will be placed into effect after evaluation and final approval by BPUB Board of Directors.

## **DELIVERY**

Delivery of the equipment will only be accepted during normal working hours, **Monday thru Friday, 9 AM to 4 PM CST**. A delivery ticket must be furnished with each delivery by the carrier. The delivery ticket must show the BPUB's Purchase Order, number of crates, packages, etc. being delivered to BPUB. A packing list must be furnished with each delivery by the carrier. The packing list must include the BPUB's Purchase Order number, a brief description of materials and the total number of crates, size, etc. being delivered to BPUB

## **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.

## **RFP IS NOT A BASIS FOR OBLIGATIONS**

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

## **RIGHTS TO SUBMITTED MATERIALS**

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

## **UNAUTHORIZED COMMUNICATIONS**

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

## **PROPOSAL INFORMATION**

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

Direct any questions to Diane Solitaire, Purchasing Department, by phone at (956) 983-6366 or by email at [dsolitaire@brownsville-pub.com](mailto:dsolitaire@brownsville-pub.com).

Candidates must guarantee their Original Proposal or subsequently clarified proposal for at least ninety (90) days from the Original Proposal opening date. To obtain the best and final offers, the BPUB may require written clarifications and explanations of Firm proposals after Original Proposal submissions when certain candidates have been selected for interviews. The BPUB will not be liable for any of the Firm's costs or expenses incurred in preparation or presentation of the

Proposal(s). The BPUB also reserves the right to conduct a pre-award survey, or to require other evidence of technical, production, managerial, financial, or other abilities prior to the award of the contract.

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

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

**SCOPE OF WORK AND TECHNICAL SPECIFICATION**

Water Treatment Plant No. 1 is seeking to replace its two instrumentation air compressors, air dryers, pre-filters, and pneumatic tanks. The equipment shall be a direct in-kind replacement compatible with the existing electrical installation and capable of meeting or exceeding the current equipment capacity. The vendor shall include installation and commissioning of the new equipment. Additionally, the vendor shall propose a preventative maintenance service plan and preventative maintenance training.

The equipment currently installed at the plant is as follows:

Type	Brand/Installation Date	Model No.	Serial No.
Compressor	Ingersoll Rand 03/05/2010	SSR-UP6-30-125	PY2624U10061
Dryer	Ingersoll Rand 08/01/2018	D255NC-A16-100	WCH1029402
Compressor	Ingersoll Rand 03/01/2011	SSR-UP6-30-125	CBV103373
Dryer	Ingersoll Rand 08/01/2018	D255NC-A16-100	WCH1029401

**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	Maximum Possible Points
Proposed Equipment Conformance with Scope of Work and Technical Specifications	40
Proposal Price	40
Manufacturer's Reputation and Qualifications/ISO Certifications/Equipment Certifications	5
Availability of Local Service Technicians and Response Time	5
Availability of Preventative Maintenance Services and Training	5
Cost of Asset Ownership	5
Total Points	100

## EQUIPMENT CONTRACT

AGREEMENT made, \_\_\_\_\_ 20\_\_\_\_, between the Brownsville Public Utilities Board, Brownsville, Texas (hereinafter called the “Purchaser”) and \_\_\_\_\_ (hereinafter called the “Seller”), a corporation organized and existing under the laws of the State of \_\_\_\_\_.

WHEREAS, the Purchaser desires to purchase and the Seller desires to sell the equipment described herein for the project designated:

### **Purchase of Two Compressed Air Systems for Water Treatment Plant No. 1**

NOW THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

#### SECTION 1 – ACCEPTANCE OF BID

The Purchaser accepts the Bid which is attached hereto and by this reference made a part hereof, and the parties hereto agree that the Seller shall sell and deliver to the Purchaser and the Purchaser shall purchase and receive from the Seller the equipment (hereinafter called the “Equipment”) described in the Bid upon the terms and conditions herein stated.

- (a) The prices set forth in the Bid include the cost of delivery of the compressed air systems and equipment start up technical assistance at BPUB Water Treatment Plant No. 1 in Brownsville, Texas.
- (b) The prices set forth in the Bid do not include any sums which are or may be payable by the Seller on account of taxes imposed by any taxing authority upon the sale, purchase or use of the Equipment.

SECTION 2 – DELIVERY. The Seller shall deliver the Equipment within 6 months after receipt of the purchase order of the Purchaser. The time for delivery shall be extended for the period of any reasonable delay due exclusively to causes beyond the control and without the fault of the Seller, including, but not limited to, acts of God, fires, strikes, and floods.

SECTION 3 – PAYMENT. Upon the shipment of any Equipment hereunder, the Seller shall submit to the Purchaser a detailed statement of the Equipment shipped. The Purchaser shall, upon receipt of the Equipment, pay the Seller ninety five percent (95%) of the contract price of the Equipment. When the Equipment has been installed, placed in satisfactory operation, tested and accepted by the Purchaser, the Purchaser shall make final payments thereof to the Seller; provided, however, such final payment shall be made not later than one-hundred eighty (180) days after delivery of the Equipment, unless such acceptance by the Purchaser shall be withheld because of the fault of the Seller.

#### SECTION 4 – DEFECTIVE MATERIAL AND WORKMANSHIP

All Equipment furnished hereunder shall be subject to the inspection, tests, and approval of the

Purchaser and the Seller shall furnish all information required concerning the nature of source of any Equipment and provide adequate facilities for testing and inspecting the Equipment at the plant of the Seller.

- (a) The Equipment furnished hereunder shall become the property of the Purchaser upon delivery, provided, however, that the Purchaser, within one year after delivery or within the period for which the Equipment is guaranteed, whichever is longer, may reject any Equipment which does not comply with the Specifications attached hereto and made a part hereof or with the guarantees, if any, of the Seller and the manufacturer. Upon any such rejection, the Seller shall repair or replace such defective Equipment within a reasonable time, but no later than six months, after notice in writing from the Purchaser and in the event of failure by the Seller so to do, the Purchaser may make such replacement and the cost and expense thereof shall be paid by and recoverable from the Seller.

#### SECTION 5 – MISCELLANEOUS

All manufacturers' guarantees of Equipment, if any, shall be transferred and assigned to the Purchaser upon delivery of any Equipment and before final payment is made for such Equipment. Such guarantees shall be in addition to those required of the Seller by other provisions of this Contract.

The Seller shall hold harmless and indemnify the Purchaser from any and all claims, suits, and proceedings for infringement of any patent or patents covering Equipment purchased hereunder.

Each and all of the covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto provided, however, that the Seller shall not assign this contract or any part hereof without approval in writing of the Purchaser, and further that the Seller shall not enter into any contract with any person, firm or corporation for the performance of the Seller's obligations hereunder, or any part thereof, without the approval in writing of the Purchaser.

The Seller agrees to pay liquidated damages in the amount of \$500.00 per day if the compressed air systems are not delivered within the delivery time specified in Section 2 of this contract.

<sup>1</sup>IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed in their respective corporate names by their presidents and their corporate seals to be hereunto affixed and attested by their secretaries, all as of the day and year first above written.

The Successful Bidder agrees to furnish a Supply Bond in the amount of the proposal.

PUBLIC UTILITIES BOARD  
OF THE CITY OF BROWNSVILLE

(Insert Vendor's Name)

By: \_\_\_\_\_ By: \_\_\_\_\_  
Marilyn Gilbert, MBA (insert name)  
General Manager & CEO (insert title)

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_  
Secretary Secretary

## COST SHEET

### Proposal #P022-24

ITEM NUMBER	QTY	DESCRIPTION	PRICE
2	EA	125 PSIG Fixed Speed Rotary Compressor, Low Sound Enclosure, Based Mounted Unit, Power Outage Restart	
2	EA	Compressor Installation and Start-up, Ensure Optimal Operating Parameters	
2	EA	150 SCF Dryer	
2	EA	Dryer Installation and Start-up, Ensure Optimal Operating Parameters	
2	EA	Vertical Pneumatic Tanks with Accessories	
1	LS	Other items as necessary for a turn-key installation, e.g. filters, valve kits, primers, etc.	
1	LS	Preventative Maintenance Services, 5-year agreement	
1	LS	Preventative Maintenance Training	
1	LS	Other fees as applicable	
<b>TOTAL COST</b>			
<b>Equipment Delivery in Days</b>			

**SPECIAL INSTRUCTIONS:**

**Brownsville PUB has the right to increase or decrease quantities. In proposal, stipulate whether the increase or decrease will affect price.**

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

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

Company Name: \_\_\_\_\_

Authorized Company Representative: \_\_\_\_\_  
(Print Name and Title)

Authorized Company Representative: \_\_\_\_\_  
**SIGNATURE (Failure to sign will automatically disqualify RFP)**

Company Address: \_\_\_\_\_  
Street City State Zip Code

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

**REQUIRED FORMS  
CHECKLIST**

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

NAME	FORM DESCRIPTION	SUBMITTED WITH BID	
		YES	NO
Legal Notice	Acknowledgement Form	<input type="checkbox"/>	<input type="checkbox"/>
	Debarment Certification	<input type="checkbox"/>	<input type="checkbox"/>
	Ethics Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Conflict of Interest Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Direct Deposit Form (will be provided to the awarded vendor)	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification Form	<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions	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 (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	OSHA 300 Log (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Contractor Pre-Bid Disclosure completed, signed and notarized (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Sub-Contractor Pre-Bid Disclosure completed, signed, and notarized (if applicable)	<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			

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

Name of Entity: \_\_\_\_\_

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

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three year period preceding this RFP 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/RFP had one or more public transactions (Federal, State, or Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this RFP 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 BID RESPONSE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		<b>OFFICE USE ONLY</b>
<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>	<p>Date Received</p>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p align="center">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p align="center">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>		

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**BROWNSVILLE PUBLIC UTILITIES BOARD**  
**RESIDENCE CERTIFICATION**

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

Section 1. (a)

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

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

Section 1. (b)

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

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Organization Name  
State Law Verifications

I, \_\_\_\_\_ (Person's name), the undersigned representative of (Company or Business name) \_\_\_\_\_ (hereafter referred to as the "Company") being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath as follows:

- **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS:** By submission of a response to City of Brownsville Public Utilities Board ("BPUB") Request for Qualifications Q018-23 (the "RFQ"), the responding Company represents that, to the extent this proposal submission or any contracts executed in response to this proposal constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Section 2252.152 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the responding Company, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Company is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.
- **ANTI-BOYCOTT ISRAEL VERIFICATION:** By submission of a response to the BPUB RFQ, the responding Company represents that, to the extent this proposal submission, or any contracts executed in response to this proposal, constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, the responding Company, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Company, (1) does not boycott Israel and (2) will not boycott Israel through the term of any such contract. The term "boycott Israel" as used in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.
- **VERIFICATION REGARDING NO DISCRIMINATION AGAINST FIREARMS:** By submission of a response to the BPUB RFQ, the responding Company represents that, to the extent this proposal submission, or any contracts executed in response to this proposal, constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, the responding Company hereby verifies that it, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Firm, (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of any such contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, to the extent such section does not contravene

applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).

- **VERIFICATION REGARDING NO ENERGY COMPANY BOYCOTTS:** By submission of a response to the BPUB RFQ, the responding Company represents that, to the extent this proposal submission, or any contracts executed in response to this proposal, constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, the responding Company hereby verifies that the responding Company, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Firm, (1) does not boycott energy companies and (2) will not boycott energy companies during the term of any such contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, to the extent such section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to such term in Section 809.001(1), Texas Government Code.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

\_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL \_\_\_\_\_

NOTARY SIGNATURE \_\_\_\_\_

Date

### Previous Customer Reference Worksheet

Name of Customer:		Customer Contact:
Customer Address:		Customer Phone Number:
		Customer Email:
Name of Company Performing Referenced Work:		

What was the Period of Performance?		What was the Final Acceptance Date?
From:		
To:		
Dollar Value of Contract?		What Type of Contract?
\$ _____		<input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Time and Material <input type="checkbox"/> Not to Exceed <input type="checkbox"/> Cost Plus Fixed Fee <input type="checkbox"/> Other, Specify: _____

Provide a brief description of the work performed for this customer (add additional page if required)

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> 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 <b>not</b> 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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p> <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p> <p style="text-align: right;">Requester's name and address (optional)</p>
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**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
<b>OR</b>				
<b>Employer identification number</b>				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	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](http://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-INT (interest earned or paid)
- 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](http://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**

<b>1</b> Name of organization that is the beneficial owner	<b>2</b> Country of incorporation or organization
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**3** Name of disregarded entity receiving the payment (if applicable, see instructions)

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

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

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

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

<input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).	<input type="checkbox"/> 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
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**7** Mailing address (if different from above)

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