



## **BROWNSVILLE PUBLIC UTILITIES BOARD**

### **Request for Proposal**

### **RAW WATER PUMP VARIABLE FREQUENCY DRIVE (VFD) REPLACEMENT**

**RFP #051-24**

**Proposal Due: June 5, 2024 by 5:00 PM**

Proposal Acknowledgement: June 6, 2024 at 11:30 AM





**LEGAL NOTICE  
AND  
INVITATION FOR COMPETITIVE SEALED PROPOSALS  
P 051-24**

The Brownsville Public Utilities Board (BPUB) will accept sealed proposals for the raw water pump variable frequency drive (VFD) replacement, **until 5:00 PM, June 5, 2024**, in the Brownsville PUB Purchasing Office, 1155 FM 511, Olmito, Texas. **RFP received after this time will not be considered.**

Proposals will be publicly opened and acknowledged on June 6, 2024 at 11:30 AM. Firms can call in at 11:30 AM, June 6, 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/). A pre-bid conference shall be held at the BPUB Water Treatment Plant #1 located at 94 West 13<sup>th</sup> Street, Brownsville, Texas at 10:00 AM, local prevailing time, on May 23, 2024.

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: **"SEALED PROPOSAL FOR THE RAW WATER PUMP VARIABLE FREQUENCY DRIVE (VFD) REPLACEMENT, P051-24, JUNE 5, 2024, 5:00 PM"**, and send to the attention of Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

Each bid 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.

The BPUB will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed bids to the Brownsville Public Utilities Board, Purchasing Office by the given deadline above. **No bids will be accepted via facsimile or electronic transmission.**

The BPUB specifically reserves the right to reject any or all bids, to waive irregularities or informalities in any or all bids and to accept any bid which is deemed to be in the best interest of the Board.

***Diane Solitaire***

Purchasing  
Brownsville Public Utilities Board  
(956) 983-6366 - Phone



## **Please submit page upon receipt**

### **ACKNOWLEDGEMENT FORM**

#### **Raw Water Pump Variable Frequency Drive (VFD) Replacement RFP #051-24**

For any clarifications, please contact Hugo E. Lopez at the Brownsville Public Utilities Board, Purchasing Department at (956) 983-6375 e-mail: [hlopez@brownsville-pub.com](mailto:hlopez@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 [hlopez@brownsville-pub.com](mailto:hlopez@brownsville-pub.com) or [dsolitaire@brownsville-pub.com](mailto:dsolitaire@brownsville-pub.com)**. This will ensure you remain active on our vendor list.

Date \_\_\_\_\_

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

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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



# REQUEST FOR PROPOSAL

## RAW WATER PUMP VARIABLE FREQUENCY DRIVE (VFD) REPLACEMENT

### GENERAL BACKGROUND

The City, located in Cameron County on the Rio Grande approximately 23 miles from the Gulf of Mexico, is a home rule city organized and existing under the laws of the state of Texas, including the City's Charter, as amended (the "charter"). The City owns and operates a combined electric, water, and wastewater utilities system (collectively, the "system") serving the City and certain areas outside the city. The City's authority with regard to public utility ownership and services is generally exercised through the Brownsville Public Utilities Board (the "Board"). The Board, created and established by Article VI of the Charter as a separate and distinct agency of the city, has authority to control, manage, and operate the system and to expand and apply System revenues, subject to certain limitations. The Charter provides that the power to issue bonds; to encumber, sell, or hypothecate the system; and the city retains to fix rates, fees, and charges of the system. The mailing address of the Board is Post Office Box 3270, Brownsville, Texas 78523-3270, and the telephone number of the Public Utilities Board is (956) 983-6100. The Board's fiscal year is the 12-month period ended September 30 of each year and is referred to herein as the "fiscal year."

### PURPOSE

BPUB is soliciting competitive sealed proposals from qualified vendors/firms to provide parts and service for Raw Water Pump Variable Frequency Drive (VFD) Replacement.

### INSTRUCTIONS TO FORMAL PROPOSAL RESPONDENTS

- a. Vendors must submit one (1) signed paper original (entire document) in a sealed package. Proposals shall be submitted to the BPUB Purchasing Office, 1155 FM 511, Olmito, Texas 78575, no later than **5:00 PM on June 5, 2024**.
- b. Sealed envelope must be clearly labeled as follows:

**Brownsville Public Utilities Board**

**Attention: Diane Solitaire**

**1155 FM 511**

**Olmito, TX 78575**

**"RFP 051-24 RAW WATER PUMP VARIABLE FREQUENCY DRIVE (VFD)  
REPLACEMENT, **JUNE 5, 2024, 5:00 PM**"**

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



### **MINIMUM SUBMISSION REQUIREMENTS**

1. Vendor is responsible for all the necessary material, equipment, reports and labor to provide the products and services proposed.
2. Approach. The proposal should include a detailed description of the products and service the respondent will provide, along with any unique characteristics of the respondent's delivery approach.
3. References. Provide three references, including contact name, email address and current telephone number where projects SIMILAR to that described herein have been completed.
4. Cost Factor Sheet.
5. Experience. Describe the number of years the company has been involved with similar projects and describe the experience and training of key personnel

### **REFERENCE CHECKS**

The BPUB will contact three (3) prospective vendor's references by telephone or email. Provide phone number and email address for each reference listed. Complete the "Previous Customer Reference Worksheet form attached for each reference provided.

### **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.

### **VENDOR REPRESENTATIVE**

The successful vendor 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 of 28% or 30% depending on the U.S. status and the source of income as per IRS Publication 1220. **The W9 or W8 form must be included with proposal response.** Attached are sample forms.



## **TAXES**

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

## **SIGNING OF PROPOSAL**

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

## **EEOC GUIDELINES**

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

## **LIVING WAGE STATEMENT**

In order to help assure low employee turnover and quality services, BPUB would require all Vendors pay a minimum wage that is aligned with BPUB's pay structure, which is a minimum pay rate of at least \$8.00.

## **CONTRACT AND PURCHASE ORDER**

The service and repairs to the raw water pump variable frequency drive (VFD) replacement shall be performed at 94 W. 13<sup>th</sup> Street, Brownsville, Texas. A contract for the raw water pump variable frequency drive (VFD) replacement, will be placed into effect by means of a purchase order issued by the 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 vendor/contractor) and if proposer/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 vendor/contractor, for delay or non-performance by the vendor/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.



7. Brownsville PUB has the right to refuse to enter into a contract or other transaction with any individual or entity indebted to the municipality as per Local Government Code 252.0436

### **CORRECTIONS**

Any interpretation, correction, or change to the RFP will be made by ADDENDUM. Changes or corrections will be issued by the BPUB Purchasing Department. **Addenda will be 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 be posted on BPUB's webpage.

### **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 vendor, 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.

### **BUSINESS REQUIREMENTS**

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

### **WORK HOURS/PAYMENT PROCEDURES**

Raw water pump variable frequency drive (VFD) replacement will only be allowed during normal working hours, Monday-Friday, 8:00 AM to 5:00 PM. The invoice must include the BPUB's Purchase Order number and a brief description of work completed.

Payment: Upon final completion and acceptance of the Work, BPUB shall pay the proposal price as provided in the Price Sheet.



### **INSPECTION SITE**

Each vendor shall visit the site of the proposed work and fully acquaint themselves with the existing conditions there relating to installation and labor, and shall fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the project. The vendor should thoroughly examine and familiarize themselves with the technical specifications and other pertinent documentation. The vendor shall in no way be relieved of any obligation under it due to their failure to receive or examine any form or legal instrument, or to visit the site and acquaint themselves with the conditions there existing and the BPUB will be justified in rejecting any claim for extra time, or compensation, or both, based on facts regarding which respondent should have been on notice as a result thereof. Visits to the site shall be arranged by calling **Elias Quintero, SCADA & Electrical Support Services Manager at (956) 983-6325**.

### **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.

### **PROJECTED PROJECT TIMELINE**

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

<b>Item</b>	<b>Date(s)</b>
RFP issued:	May 20, 2024
Proposals due:	<b>June 5, 2024 by 5:00 PM</b>
Last day for Questions	May 31, 2024
Proposals acknowledgment:	June 6, 2024 at 11:30 AM
Proposals evaluated:	June 7 – June 21, 2024
Board Approval	July 8, 2024
Project start date:	To be Determined

### **RFP RESPONSE FORMAT**

The candidate shall prepare their proposal in duplicate on the attached proposal form with attachments as necessary to fulfill the specifications contained herein. Unless otherwise stated, all



blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly filled. Any exceptions or deviations from the requested services must be clearly indicated in writing and submitted with and form a part of the bid form. Failure to follow these instructions will be grounds for disqualifications of the proposal.

Respondents must submit a proposal containing the following elements:

- 1) Identify and describe the submitting organization, including:
  - Organizational type
  - Parent organizations
  - Tax ID number
  - Company address
  - Annual gross revenues for the previous fiscal year
  - Number of employees by employee type
  - Target market
  - Product & services
- 2) Identify the person, by listing name and title, authorized to obligate the organization contractually.
- 3) Identify the contact person responsible for this response. Specify, phone, e-mail and web site address, as applicable.
- 4) Identify the person responsible to resolve contract issues. Specify, phone, e-mail and web site address, as applicable.
- 5) Provide at least three (3) references of other businesses, preferably utilities, where similar services have been provided. Provide contact person, telephone number and email address for each reference.
- 6) Provide a brief summary of the proposed approach to meet the objectives of this RFP.
- 7) Complete the pricing schedule as provided on Cost Sheet. Pricing schedule shall include **ALL** costs which pertain to the products and services that will be provided. Please state all assumptions and limitations that apply to the proposed pricing.
- 8) Additionally, Vendor may submit other information as deemed appropriate for the proper evaluation of the proposal.
- 9) BPUB reserves the right to accept or reject all or any part of the proposal, waive minor technicalities, and award the proposal to best serve the interest of the BPUB. The BPUB also reserves the right to waive or dispense with any of the formalities contained herein.



## **INDEMNIFICATION**

**FIRM COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE BPUB AND THE BOARD OF DIRECTORS, EMPLOYEES, OFFICERS, AGENTS AND REPRESENTATIVES OF THE BPUB, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE BPUB DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO SERVICE PROVIDER'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF SERVICE PROVIDER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUB-CONTRACTOR OF SERVICE PROVIDER, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT, ALL WITHOUT HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BPUB UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

**THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. FIRM ENDORSE WILL PROMPTLY ADVISE THE BPUB, AS WELL WILL BPUB ADVISE FIRM IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE BPUB OR FIRM KNOWN TO FIRM OR BPUB RELATED TO OR ARISING OUT OF SERVICE PROVIDER'S ACTIVITIES UNDER THIS CONTRACT.**

**IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AN INDEMNITY EXTENDED BY FIRM TO INDEMNIFY, PROTECT AND HOLD HARMLESS, THE BPUB FROM THE CONSEQUENCES OF THE BPUB'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE BPUB IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE BPUB IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. FIRM FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE BPUB AND IN THE NAME OF THE BPUB, ANY CLAIM OR LITIGATION RELATED TO SERVICES UNDER THIS CONTRACT BROUGHT AGAINST THE BPUB AND/OR ITS BOARD OF DIRECTORS, EMPLOYEES, OFFICERS, AGENTS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY WILL APPLY, AS SET FORTH ABOVE.**



## **PERFORMANCE AND PAYMENT BONDS**

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

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

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

If the surety on any Bond furnished by VENDOR is declared a bankrupt or becomes insolvent, or its right to do business is terminated in Texas, VENDOR shall within five (5) calendar days thereafter substitute another Bond or surety, both of which must be acceptable to OWNER.

## **INSURANCE REQUIREMENTS**

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

- Bidder shall carry insurance in the following amounts:
  1. Comprehensive General Liability
    - a. Bodily Injury \$1,000,000 each occurrence
    - b. Property Damage \$1,000,000 each occurrence
  2. Personal Injury Coverage \$1,000,000



3. Worker's Compensation As required by Law
4. Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles)
  - a. Bodily Injury \$50,000 each person, \$500,000 combined single limit each occurrence
  - b. Property Damage \$1,000,000 each occurrence

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

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

An original completed Certificate of Insurance stating the types of insurance and policy limits provided by the Vendor must be received prior to commencement of any work. The original Certificate(s) of Insurance shall be delivered to the BPUB and must be completed by an agent authorized to bind the named underwriter and their company to the coverage and limits.

The cancellation clause on the Certificate of Insurance will be amended to read as follows:

**“THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER PRIOR TO CANCELLATION OR A MATERIAL CHANGE TO POLICY DESCRIBED ABOVE.”**

**The Vendor shall also require all subcontractors performing work on the project or who may enter upon the work site to maintain the same insurance requirements listed above.**

If Vendor fails to maintain the aforementioned insurance, BPUB may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by BPUB is an alternative to other remedies the BPUB may have, and is not the exclusive remedy for failure of Vendor to maintain said insurance or secure such endorsement. BPUB shall also have the right to order Vendor to stop work and/or withhold any payment(s) that becomes due to Vendor until Vendor complies with the requirements hereof.

It is agreed that Vendor's insurance shall be deemed primary with respect to any insurance carried by BPUB for liability arising out of operations under this Agreement.

The BPUB retains the right to request an increase (for good cause and upon reasonable notice to Vendor), or reduce the amounts, or alter the types of insurance to be required by the BPUB.

**NOTE: CERTIFICATE OF INSURANCE NOTING BPUB REQUIREMENTS MUST BE SUBMITTED TO BPUB PRIOR TO COMMENCING WORK.**



### **SCOPE OF SERVICES**

BPUB anticipates contracting with a vendor to procure, remove, and to install equipment (variable frequency drive), located 94 West 13<sup>th</sup> Street, near the Reservoirs and service shall be done during normal working hours. Vendor is responsible for furnishing material, labor & equipment for removal and installation of the VFD and any other repairs necessary at the raw water pump VFD.

Supply Qty-1 Schneider Electric AT680C13 200 HP VFD.

Remove existing Raw Water Pump #3, Variable Frequency Drive and VFD Enclosure.

Install New Schneider Electric 200 HP VFD.

Pipe and Wire (8) SCADA Control wires (14awg), from Scada Panel to Raw Water Pump #3

Pipe and Wire (2) runs of twisted pair Belden 8719 - 1 Pair 16 AWG Multi-Conductor Shielded PVC Cable, for Input speed reference, and Analog Output.

Pipe and Wire (6) runs of 4 conductor RTD Belden Cable, from Motor to Variable Frequency Drive for RTD's.

Perform Full start up.

A report will be issued after job completion.



**COST SHEET**  
**RFP #051-24**

The Vendor, in compliance with the RFP and having examined the scope of work and written specifications, hereby proposes to furnish scope of services for the **RAW WATER PUMP VARIABLE FREQUENCY DRIVE (VFD) REPLACEMENT** for the following unit prices:

DESCRIPTION	Qty	Total
Schneider Electric ATV680C13 150HP VFD (ATV680C13T4N2GNSABNLXYEP293EP294 Altivar 680) Designation: 200 HP VFD's. Main Circuit Breaker Disconnect 100k AIC rated. Selected for 460 Vac 3 phase motor 200 Horsepower Sized for Normal duty. Type 1 Enclosure UL508A Label RAL7035 (Gray) Power Circuit S - Intergrated Softstart Bypass With Altistart 22 with Internal Shorting Contactor Shunt Trip Circuit Breaker as Standard Standard IEC Rated Bypass Contactors Isolation and bypass contactors (with mechanical and electrical interlocking). Isolation and bypass contactor sequencing provides true motor isolation. Remote automatic bypass operation using Auto Start contacts. Dv/Dt Motor Filter Control options: AFC-Off-Bypass selector switch Hand-Off-Auto selector switch Test-Normal selector switch Speed Potentiometer Pilot Light: Power on (Red); Run PTT (Green); Trip PTT (yellow)	1 ea	\$ _____  Mfg. Warranty _____
Turnkey Job Cost - VFD Replacement (material and labor to remove/install VFD)	Lump Sum	\$ _____ Labor Guarantee _____
<b>TOTAL COST:</b>		\$ _____



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

**\*\*No repair work will be undertaken without specific approval of BPUB Manager\*\***

**TOTAL COST** \_\_\_\_\_

\_\_\_\_\_  
(Written in words)

NOTE: The Brownsville PUB reserves the right to increase or decrease quantities as deemed necessary.

**VENDOR acknowledges receipt of the following addenda:**

\_\_\_\_\_  
\_\_\_\_\_

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

Authorized Company Representative: \_\_\_\_\_

Authorized Company Representative: \_\_\_\_\_  
**Signature – Failure to sign Proposal will disqualify it / Date**

Company Address: \_\_\_\_\_

\_\_\_\_\_

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

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

E-mail: \_\_\_\_\_



## **EVALUATION CRITERIA**

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

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

### **1. Previous experience on a similar project (Weight: 5) (25 points maximum)**

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

### **2. Cost / Budget (Weight: 5) (25 points maximum)**

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

### **3. Structure and Project Approach (Weight: 4) (20 points maximum)**

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

### **4. Reference Checks (Weight: 2) 10 points maximum)**

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

### **5. Schedule Availability/Flexibility (Weight: 4) (20 points maximum)**

Vendor shall be able to start work within a two week's notice.



## 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"/>
	Certification of Interested Party Form 1295	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification	<input type="checkbox"/>	<input type="checkbox"/>
	State Law Verification	<input type="checkbox"/>	<input type="checkbox"/>
	House Bill 89 Verification	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 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			

Prospective Bidders are respectfully reminded to completely read and thoroughly respond to the BPUB Instructions for Bidders and Pre-Bid Disclosure Statement. When BPUB evaluates the Bids, it reviews indices regarding the prospective contractors' responsibility to perform the project based upon prior job performances for BPUB and other public owners. Additionally, BPUB carefully reviews the prospective contractors' responsiveness to the BPUB Bid Advertisement. Bidders should thoroughly check their submittal for completeness prior to responding to BPUB. Do not imbalance your Bid line items to overload portions of the work. Remember to answer all written questions in the Pre-Bid Disclosure Statement and then notarize it when signing. Bidders are often required to submit OSHA 300 Logs from prior job performance records as well. BPUB can, has, and will reject Bids that fail the responsibility and/or responsiveness standards so as to protect the integrity of the bidding process for all participants. The Bidding community's compliance with these guideline standards will be appreciated by the BPUB.



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

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

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

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

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

---

\_\_\_\_\_  
Name and Title of Authorized Representative (Typed)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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



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

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

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

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

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 BID SUBMITTAL DATE. ANY LISTED DEVIATIONS IN A FINALLY SUBMITTED BID MAY ALLOW THE OWNER TO REJECT A BID AS NON-RESPONSIVE.**







**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.



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



**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: \_\_\_\_\_



A Job Safety Analysis (JSA) form is to be completed, executed, and submitted by the vendor prior to entering into a contractual agreement with the OWNER. The JSA form will be valid for a period of 1 month after which an updated JSA form is to be completed, executed and submitted by the vendor. The completed JSA form must be included along with other Contract Documents included herein. Assistance in completing this form is available from Adolfo Vasquez, BPUB Safety Department, at (956) 983-6254.



BROWNSVILLE  
PUBLIC UTILITIES BOARD

## Contractor JSA Form



### JOB SAFETY ANALYSIS FORM

PROJECT NAME: [REDACTED]		DATE: [REDACTED]
PROJECT CONTRACTOR: [REDACTED]	POINT OF CONTACT & TEL #: [REDACTED]	ANALYSIS BY: [REDACTED]
BPUB DEPARTMENT: [REDACTED]	SECTION: [REDACTED]	REVIEWED BY: [REDACTED]
REQUIRED AND/OR RECOMMENDED PERSONAL PROTECTIVE EQUIPMENT: [REDACTED]		APPROVED BY: [REDACTED]
<b>SEQUENCE OF BASIC JOB STEPS</b> <i>Beware of being too detailed; record only the information needed to describe each job action. Rule of thumb, not more than 10 steps/task being evaluated.</i>	<b>POTENTIAL ACCIDENTS OR HAZARDS</b> <i>HAZARD CLASSIFICATION CATEGORIES: Struck By/Against, Caught In/Between, Slip, Trip, or Fall, Overexertion, Ergonomic (Awkward Postures, Excessive Force, Vibration, Repetitive Motion)</i>	<b>RECOMMENDED SAFE JOB PROCEDURE</b> <i>HAZARD CONTROL CATEGORIES: Engineer Out (New Way to Do, Change Physical Conditions or Work Procedures, Adjust/Modify/Replace Work Station Components/Tools, Decrease Performance Frequency), Personal Protective Equipment (PPE), Training, Improve Housekeeping.</i>
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]

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Page 1 of 2



• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]

### JOB SAFETY ANALYSIS WORKSHEET

Comments:

[REDACTED]

Contractor Representative & Title	Signature	Date
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]



## 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](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See specific instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b> Business name/disregarded entity name, if different from above.		
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. _____ <input type="checkbox"/>		
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b> City, state, and ZIP code		
	<b>7</b> 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 *How to get a TIN*, later.

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

<b>Social security number</b>	
	-  -
<b>or</b>	
<b>Employer identification number</b>	
	-

**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
------------------	--------------------------	------

**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).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



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
--	---

**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

**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)