

LEGAL NOTICE

AND

INVITATION TO BID B#071-24

The Brownsville Public Utilities Board will accept sealed bids for the Annual Supply of Polymer for Belt Press System **until 5:00 PM**, **September 25**, **2024** in the Brownsville PUB Purchasing Department, at 1155 FM 511, Olmito, Texas 78575.

Bids received after this time will not be considered.

Bids will be publicly opened and read aloud on September 26, 2024 at 10:00 AM. Bidders can request a copy of the bid tabulation by emailing mespinoza@brownsville-pub.com. Vendors can call in at 10:00 AM, September 26, 2024 to (956) 214-6020 to listen to the bid opening.

Detailed specifications may be obtained at the following website: https://www.brownsville-pub.com/rfp status/open/

Please mark on the outside of the envelope and on any carrier's envelope/package: "B071-24 ANNUAL SUPPLY OF POLYMER FOR BELT PRESS SYSTEM, SEPTEMBER 25, 2024, 5:00 PM", and send to the attention of Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, Texas 78585.

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

The Brownsville PUB reserves the right to reject any or all bids and to waive irregularities contained therein and to accept any responsive bid, from a responsible bidder, which is deemed the "BEST VALUE" and most advantageous bid for the Brownsville PUB, [See: Tx Loc. Govt. Cd. Section 252.043(b,c)].

BY: Diane Solitaire
Purchasing Department
(956) 983-6366

INSTRUCTIONS TO BIDDERS

Please submit this page upon receipt.

ACKNOWLEDGEMENT FORM

B#071-24 Annual Supply of Polymer for Belt Press System

For any clarifications, please contact Nicole Espinoza at the Brownsville PUB, Purchasing Department at (956) 983-6353 or (956) 983-6364 or via e-mail: nespinoza@brownsville-pub.com.

Please e-mail this page upon receipt of the bid package or legal notice. If you only received the legal notice and you want the bid package mailed, please provide a method of shipment with account number in the space designated below.

CIII	on one.				
() Yes, I will	be able to send	a bid; obtained bid pa	ckage from website.	
()	Yes, I will Email:		a bid; please e-mail th	e bid package.	
		umber listed be		bid package using the carri	er &
()) No, I will	not be able to se	end a bid for the follow	ing reason:	
forn ven		to nespinoza@l		reason for "No bid" above a This will ensure you remain	
Cor	npany:				
City	y:		State:	Zip Code:	
Pho	one:		Fax:		
Em	ail:				

Check one:

INSTRUCTIONS

Contract Information

Interpretation

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

Nicole Espinoza, Purchasing Buyer (956) 983-6353

• Tentative Time Line

- 1. September 3, 2024 September 25, 2024 Vendors work on bid.
- 2. September 25, 2024 at 5:00 PM Vendor must submit two (2) sets of bid documents sealed in an envelope to:

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

Bid #071-24 Annual Supply of Polymer for Belt Press System Due: September 25, 2024 at 5:00 PM

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

- 3. September 4-13, 2024 Polymer jar/ box testing period for vendors
- 4. September 13 2024 Last day to submit questions
- 5. September 25, 2024 Vendor must submit samples with the bid
- 6. September 26, 2024 Open bids at 10:00AM
- 7. September 26, 2024 to October 16, 2024 Test samples
- 8. October 16, 2024 to November 15, 2024 Evaluate bids
- 9. November 23, 2024 Provide Final Recommendations
- 10. December 9, 2024 Send to BPUB Board for approval

Or Equal

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

• Pricing

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern. *Unit pricing, regardless of quantity consumed, shall remain firm for twelve* (12) months after date on BPUB purchase order.

All fields (UNIT PRICE, TOTAL PRICE & ESTIMATED DELIVERY IN DAYS) on the Cost Sheet page must be completed. The data must be complete to identify the bidding brand.

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

• Vendor Representative

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

• Quality of Products

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

Determining Factors for Award

- 1. Compliance with requirements of the technical specifications of the product
- 2. Net Price
- 3. Time and conditions of delivery
- 4. Safety record will be considered when determining the responsibility of the bidder
- 5. Samples provided for testing (Failure to submit samples will disqualify bid)

Contract with Vendor/Entity Indebted to BPUB

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

• Vendor ACH (Direct Deposit) Services

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

• Tax Identification Number (TIN)

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

IRS Publication 1220. The W9 or W8 form must be included with bid response. Attached are sample forms.

Taxes

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

Signing of Bid

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

• EEOC Guidelines

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

As Needed Basis

Quantities shown are estimates only based on prior usage. Product will be ordered as needed and be billed as such over a period of one (1) year. The Brownsville PUB has the right to increase or decrease quantities as deemed necessary. The Brownsville PUB will not accept a full shipment of the quantity specified on the purchase order.

• Contract and Purchase Order

The product shall be delivered FOB Brownsville PUB, Brownsville, Texas. Product will be ordered as needed (approximately twelve to sixteen (12 - 16) drums per location), and be billed as such.

Delivery of product will be to two (2) different locations in Brownsville, Texas:

North Wastewater Treatment Plant and South Wastewater Treatment Plant 2800 East University Blvd.

A contract for the product will be placed into effect by means of a purchase order issued by the Brownville PUB Purchasing Department after tabulation and final approval by the Board. This contract shall be for a period of one (1) year after the date of the purchase order, with the option to renew annually for two (2) additional, one (1) year periods, if service and price are satisfactory, and the renewal is agreed upon in writing by both parties.

• Brownsville Public Utilities Board Rights

- 1. If only one (1) or no bid is received by "submission date", the BPUB has the right to reject, re-bid, accept and/or extend the bid by up to an additional two (2) weeks from original submission date.
- 2. The right to reject any/or all bids and to make awards as they perceive to be the "BEST VALUE" and most advantageous to the Brownsville PUB. The bidder must indicate "all or none" in the bid if the above-stated condition is not acceptable.
- 3. The right to hold bid for ninety (90) days from submission date without action, and to waive all formalities in bid.
- 4. The right to extend the total bid beyond the original ninety (90) day period prior to an award, if agreed upon in writing by all parties (BPUB and bidder/vendor) and if bidder/vendor holds original bid prices firm.
- 5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within thirty (30) calendar days written notice; <u>for cause</u>: upon default by the bidder/vendor, for delay or non-performance by the bidder/vendor; or <u>for BPUB's convenience</u>, if it is deemed in the best interest of the BPUB.
- 6. The right to increase or decrease quantities. In bid, stipulate whether an increase or decrease in services will affect bid price.

Corrections

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

COST SHEET B#071-24

D#U/1-24							
ITEM NUMBER	QTY	DESCRIPTION	UNIT PRICE	TOTAL			
1 (NWWTP)	95,040 pounds (216 each, 440 lb. drums)	Sludge Dewatering Liquid Grade Cationic Polyelectrolytes (Polymer) Price per pound:					
2 (SWWTP)	65,120 pounds (148 each, 440 lb. drums)	Sludge Dewatering Liquid Grade Cationic Polyelectrolytes (Polymer) Price per pound:					
		Name of Product Bid: ———————————————————————————————————					
		GRAND TOTAL					

SPECIAL INSTRUCTIONS:

PRICE SHALL BE BY THE POUND. PRODUCT SHALL BE DELIVERED TO THE BROWNSVILLE PUB LOCATIONS STATED ABOVE. PRODUCT WILL BE ORDERED AS NEEDED AND BE BILLED AS SUCH OVER A PERIOD OF ONE (1) YEAR. PRICE SHALL REMAIN FIRM FOR TWELVE (12) MONTHS. THE BROWNSVILLE PUB WILL NOT ACCEPT A FULL SHIPMENT OF THE QUANTITY SPECIFIED ABOVE.

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

Brownsville PUB has the right to increase or decrease quantities. In bid, stipulate whether the

increase or decrease will affect bid price. () Yes, an increase or decrease in quantity will affect bid price above. Explain: () No, an increase or decrease in quantity will not affect bid price above. SDS/SPECIFICATION SHEET MUST BE INCLUDED WITH THE BID. VENDOR MUST PROVIDE FOR TESTING WITH THE BID, TWO (2), FIVE (5) GALLON SAMPLES TOGETHER WITH A LISTING OF THE TOTAL SOLIDS AND ACTIVE SOLIDS CONTENT OF THE POLYMER. FAILURE TO SUBMIT SAMPLES AND LISTING WILL DISQUALIFY THE BID. Company Name: Authorized Company Representative:_______(Print Name and Title) Authorized Company Representative:___ SIGNATURE (Failure to sign bid will automatically disqualify bid) Company Address:

Street City State Zip Code Telephone #:_____ Fax #: _____ Email: ____ Twenty-Four Hour Telephone #:____

SPECIFICATIONS FOR THE ANNUAL SUPPLY OF POLYMER FOR BELT PRESS SYSTEM

<u>PURPOSE</u>: High molecular weight cationic emulsion flocculant (polymer) is used for municipal wastewater sludge conditioning and mechanical dewatering.

PRODUCT IDENTIFICATION:

Polymers shall be dispersion/emulsion type only and readily and completely soluble in water. The polymer must maintain ninety percent (90%) effectiveness for up to six (6) full months after delivery. Physical and chemical characteristics shall not change during this period. The polymer materials in both concentrated and diluted forms shall be classified as non-hazardous material for shipping and use under applicable standards, and shall not require special handling, nor shall they pose hazards to employees working with them. The polymer supplied must have a low toxicity with respect to contact with the skin and eyes and to accidental ingestion or inhalation. First aid or other suggested medical treatment procedures for this product must be furnished by the supplier prior to delivery or first shipment. The material shall not be corrosive to the equipment. The vendor shall be responsible for any equipment necessary to make their polymers compatible with the existing storage and handling facilities.

<u>PERFORMANCE</u>: Upon receipt of bids and determination of the lowest, responsive bidder(s), BPUB shall request the lowest responsive bidder(s) to submit their product for bench-top testing and full scale trial on the belt filter presses. The full-scale trial will consist of one (1) run. During the run, all operating parameters will be monitored and recorded by BPUB personnel. The vendor will be allowed to participate in the test procedure. All dosage belt press adjustments needed during the test will be made by plant personnel. Samples of belt press cake, influent sludge, and belt press filtrate will be collected and analyzed to determine performance.

The BPUB personnel will conduct performance analysis on the following:

- 1. Percent solids on the belt press cake
- 2. Percent solids, pH and temperature on the influent sludge
- 3. Percent solids and pH on belt press filtrate

The analysis performed by the BPUB personnel or BPUB designee will be the official values used for product evaluation. The polymer supplier may utilize an outside lab of its choice for comparison of the analyses at its own expense. Minimum performance values include percent solids of at least fifteen percent (15%) and solids capture rates of at least ninety percent (90%).

The minimum sludge feed rate during testing shall be at least 150 gpm. Sludge feed solids will be between 1.3% and 2.8%. Polymer used during testing shall be furnished by the bidder at no cost to BPUB. All responsive bidder(s) shall furnish two (2), five (5) gallon samples together with a listing of the total solids and active solids content of the polymer.

Product data is also required. BPUB personnel may sample and test the polymer to determine the concentrations of active ingredients. The bidder shall provide instructions in writing with polymer samples for the laboratory procedures required to perform this test. If polymer being furnished by

the supplier is not proving satisfactory, or is not substantially the same as the material used during trial evaluations, or if any of the BPUB facilities or equipment is damaged as a result of impurities in the polymer, the bidder shall reimburse BPUB for the cost of any repairs, maintenance, or replacement resulting from impurities. If the product fails to perform as indicated, the bidder will be notified immediately and given an opportunity to correct the problem within five (5) working days of the notification.

The polymer supplied shall not require continuous mixing for the active ingredients to remain in suspension. The polymer shall maintain a relatively homogenous mixture for at least nine (9) weeks without need of mixing. Polymers that separate within nine (9) weeks without mixing will be considered unsuitable and returned at the supplier's expense. If any shipment of polymer is proven to be more than five percent (5%) less effective than the control sample, BPUB reserves the right to reject that shipment. The rejected material shall be removed by the supplier at the supplier's expense. The supplier shall then replace the rejected material with satisfactory material, or credit to BPUB for the full delivered price of the rejected material.

<u>PACKING</u>: The containers shall be approximately 440-pound drums and must comply in every respect with the Hazardous Material Regulations of the Department of Transportation.

Brownsville Public Utilities Board will reject any containers that show evidence of leakage, damage, or corrosion. Drums, valves, valve threads and valve packing shall be in good mechanical order and shall operate normally with a wrench no longer than six (6) inches (0.15m). Should the condition of the container and valves not conform to any recommended practice, in all applicable respects, the vendor will be called immediately and the vendor shall take action to correct the problem as soon as possible.

Pursuant to the "Invitation to Bid" and in accordance with the specifications and conditions, the bidder offers to furnish and deliver twelve to sixteen (12 to 16) drums of polymer per plant each month for approximately twelve (12) months, for a total of approximately 364 drums. Quantities may be increased or decreased to meet the requirements of the Brownsville Public Utilities Board, Robindale North Wastewater Treatment Plant and South Wastewater Treatment Plant.

<u>DELIVERY</u>: Prior to first delivery vendor shall submit a Contractor Job Safety Analysis (JSA) Form and conform to the Recommended Safe Job Procedure specified on the Contractor JSA Form.

The polymer shall be delivered to the following Brownsville Public Utilities Board locations. Delivery of polymer shipments shall be received within (ten) 10 working days after placing an order. Regular truck delivery of polymer shall be scheduled to arrive at the plants between 8:00 A.M. and 4:00 P.M., Monday through Friday (normal workday), unless otherwise arranged by treatment plant personnel. Delivery and quantity will be on an "as-needed" basis.

North Wastewater Treatment Plant 3208 Robindale Road Brownsville, TX 78520 (956) 983-6552 South Wastewater Treatment Plant 2800 East University Blvd. Brownsville, TX 78521 (956) 983-6505 QUANTITIES AND COST EVALUATION: Bids shall be submitted on a cost per pound basis. Prices quoted shall be F.O.B. Brownsville Public Utilities Board and delivered to designated locations at the Robindale (North) Wastewater Treatment Plant and South Wastewater Treatment Plant. The bid will be awarded to the best and most advantageous bidder whose material has the lowest cost per pound and meets the minimum performance criteria. Quantities shown are estimated based on historical data and are intended to serve as a guide. Actual usage may fluctuate up or down during the course of the contract period.

<u>TECHNICAL ASSISTANCE</u>: The selected supplier will be required, at no charge to BPUB, to provide technical assistance for a minimum of one (1) day per month, if needed, and as requested at the times specified by the Wastewater Treatment Manager or his designee. The technical assistance may require an on-site visit by a supplier representative if determined by the Wastewater Treatment Manager that the problem(s) cannot be corrected by information communicated by telephone. In the case of emergency, the Supplier will be required to provide technical assistance within twenty-four (24) hours of notification of such need.

• 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 insured 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.

REQUIRED FORMS CHECKLIST

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

NAME	ME FORM DESCRIPTION		SUBMITTED WITH BID			
			YES	NO		
	Acknowledgement Form					
Legal Notice	Debarment Certification					
	Ethics Statement					
	Conflict of Interest Question	nnaire				
	W9 or W8 Form					
	Direct Deposit Form (will b	e provided to				
	the awarded vendor)					
	Residence Certification For	m				
	Bid Schedule/Cost sheet con	mpleted and				
	signed					
Special Instructions	of 5% of Total					
-	Amount of Bid (if applicab	le)				
	OSHA 300 Log (if applicab	le)				
	Contractor Pre-Bid Disclosi					
	signed and notarized (if app	licable)				
	Sub-Contractor Pre-Bid Dis	closure				
	completed, signed, and nota	rized (if				
	applicable)					
References	Complete the Previous Customer Reference					
	Worksheet for each reference	ce provided				
Addenda			-	-		
1	1		l			

ETHICS STATEMENT (COMPLETE AND RETURN WITH BID)

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

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

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

COMPANY:		
AGENT NAME:		_
AGENT SIGNATURE:		_
ADDRESS:		_
CITY:		-
STATE:	ZIP CODE:	
TELEPHONE:	TELEFAX	X:
FEDERAL ID#:	AND/OR SOCIAL	SECURITY #:
		-
	DEVIATIONS FROM SPECIFICATIONS I	F ANY:
	CONCERNS FROM PROSPECTIVE CON	
WITH OWNER AND ITS C	ONSULTANT (IF APPLICABLE) AND RE	ESOLVED IF POSSIBLE, PRIOR TO

THE BID SUBMITTAL DATE. ANY LISTED DEVIATIONS IN A FINALLY SUBMITTED BID MAY

B071-24 Annual Supply of Polymer for Belt Press System

ALLOW THE OWNER TO REJECT A BID AS NON-RESPONSIVE.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

Name o	of Entity:	
The proprincip	ospective participant certifies to the best of their knowledge als:	and belief that they and their
b) c) d)	Are not presently debarred, suspended, proposed for debar voluntarily excluded from covered transactions by any Feder Have not within a three year period preceding this bid beer judgment rendered against them for commission of fraud connection with obtaining, attempting to obtain, or performing Local) transaction or contract under a public transaction; antitrust statutes or commission of embezzlement, theft, for destruction of records, making false statements, or receiving so Are not presently indicted for or otherwise criminally or civentity (Federal, State, Local) with commission of any of paragraph (1) (b) of this certification; and Have not within a three year period preceding this application transactions (Federal, State, or Local) terminated for cause or I understand that a false statement on this certification may be bid or termination of the award. In addition, under 18 USC S may result in a fine up to a \$10,000.00 or imprisonment for up to a \$10,000.00 or imprisonment f	al department or agency: n convicted of or had a civil d or a criminal offense in ng a public (Federal, State, or violation of Federal or State gery, bribery, falsification or stolen property; illy charged by a government the offenses enumerated in on/bid had one or more public default. e grounds for rejection of this ection 1001, a false statement
	Name and Title of Authorized Representative (Typed)	
	Signature of Authorized Representative	Date

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

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

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	ss day after the date on which
Name of local government officer about whom the information is being disclosed.	
Name of Officer	
Describe each employment or other business relationship with the local government offi officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship wit Complete subparts A and B for each employment or business relationship described. Attac CIQ as necessary.	th the local government officer.
A. Is the local government officer or a family member of the officer receiving or I other than investment income, from the vendor?	ikely to receive taxable income,
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity?	
Yes No	
Describe each employment or business relationship that the vendor named in Section 1 mother business entity with respect to which the local government officer serves as an cownership interest of one percent or more.	
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.0	
7	
Signature of vendor doing business with the governmental entity	Date

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

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

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

<u>Local Government Code § 176.001(1-a)</u>: "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
 - $\hbox{(i) a contract between the local governmental entity and vendor has been executed;}\\$

or

- (ii) the local governmental entity is considering entering into a contract with the vendor:
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

Previous Customer Reference Worksheet

Name of Customer:	Customer Contact:				
Customer Address:	Customer Phone Number:				
	Customer Email:				
Name of Company Performing Referenced Wor	rk:				
What was the Period of Performance?	What was the Final Acceptance Date?				
From:	1				
То:					
Dollar Value of Contract?	What Type of Contract?				
	Firm Fixed				
\$	Price Time				
	and Material				
	Not to				
	Exceed				
Provide a brief description of the work performed for this customer (add additional page if red					

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. 6	501g.
Signature:	
Print Name:	
I certify that is a nonresident bidder as defined in Art. 601	(Company Name) g. 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 dep	ose 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 <u>not</u> boycott Israel and (2) will <u>not</u> 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 <u>not</u> boycott energy companies and (2) will <u>not</u> 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				
me being duly sworn, did swea	the above-named person, who after by ar and confirm that the above is true and correct.				
NOTARY SEAL					
NOTARY SIGNATURE	 Date				

Organization Name House Bill 89 Verification

I,	(Person name), the undersigned representative of
(Company or Business name)	
	(hereafter referred to as
	ghteen (18) years of age, after being duly sworn by the l verify under oath that the company named- above,
the provisions of Subtitle F, Title 10, Govern	nment Code Chapter 2270:
1. Does not boycott Israel currently; and	
	le proprietorship; and
Pursuant to Section 2270.001, Texas Govern	nment Code:
taking any action that is intended to pena relations specifically with Israel, or with a p	with, terminating business activities with, or otherwise alize, inflict economic harm on, or limit commercial terson or entity doing business in Israel or in an Israeli- action made for ordinary business purposes; and
partnership, joint venture, limited partnersh	proprietorship, organization, association, corporation, ip, limited liability partnership, or any limited liability diary, majority-owned subsidiary, parent company or tions that exist to make a profit.
DATE SIGNA	ATURE OF COMPANY REPRESENTATIVE
On this the day of	, 20, personally appeared
being duly sworn, did swear and confirm that	the above is true and correct.
NOTARY SEAL	
NOTARY SIGNATURE	
	Date

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

1 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

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

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

		entity's name on the 2.5									
Print or type. See Specific Instructions on page 3.	2	Business name/disregarded entity name, if different from above.									
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor C corporation S corporation Partnership Trust/estate LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: 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.					_ E	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tat Compliance Act (FATCA) reporting				
Prir Specific In	3b	Other (see instructions) If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" as and you are providing this form to a partnership, trust, or estate in which y this box if you have any foreign partners, owners, or beneficiaries. See instructions are considered to the construction of	ou have an ownership i	interest, d	check _		(Applies to accounts maintained outside the United States.)				
See	5	Address (number, street, and apt. or suite no.). See instructions.		Request	ter's nan	ne an	d addre	ss (opt	ional)		
	6	City, state, and ZIP code									
	7	List account number(s) here (optional)									
Par	ŧΙ	Taxpayer Identification Number (TIN)									
backureside entitie TIN, la Note:	p went a s, it attention	ne account is in more than one name, see the instructions for line 1.	per (SSN). However, fo art I, later. For other amber, see <i>How to ge</i>	ora eta	or Emplo	yer id	- lentifica	ation n	- umber		
**************************************	31000 110	To Give the Requester for guidelines on whose number to enter.							Ш		
1. The 2. I an Ser	pe nu n no vice	Certification nalties of perjury, I certify that: mber shown on this form is my correct taxpayer identification numbe ot subject to backup withholding because (a) I am exempt from backu e (IRS) that I am subject to backup withholding as a result of a failure yer subject to backup withholding; and	up withholding, or (b)	I have n	ot beer	noti	ified by	the Ir	nternal		
3. I an	n a	U.S. citizen or other U.S. person (defined below); and									
		TCA code(s) entered on this form (if any) indicating that I am exempt	163	=		man tat			e continu		
becau acquis	se y	ion instructions. You must cross out item 2 above if you have been no you have failed to report all interest and dividends on your tax return. Fo n or abandonment of secured property, cancellation of debt, contribution n	or real estate transactions to an individual ret	ons, item irement a	2 does arrange	not : ment	apply. I (IRA), a	or mo	ortgage enerall	e inte ly, pa	rest paic yments
Sign Here		Signature of U.S. person	Г	Date							
	n re	eral Instructions eferences are to the Internal Revenue Code unless otherwise	New line 3b has b required to complete foreign partners, ow to another flow-thro	e this line ners, or	e to ind benefic	icate iarie:	that it s when	has d	direct covides	or ind the F	irect orm W-

related to Form W-9 and its instructions, such as legislation enacted after they were published, go to 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.

Future developments. For the latest information about developments

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

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

Form W-8BEN-E

Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities) ▶ For use by entities. Individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code. ▶ Go to www.irs.gov/FormW8BENE for instructions and the latest information. ▶ Give this form to the withholding agent or payer. Do not send to the IRS.

(Rev. October 2021) Department of the Treasury Internal Revenue Service

OMB No. 1545-1621

Do NO	OT use this form for:		Instead use Form:
• U.S.	entity or U.S. citizen or resident		
• A foreign individual			
	reign individual or entity claiming that income is effectively connected with ess claiming treaty benefits).	the conduct o	f trade or business within the United States
• A for gove 501(reign partnership, a foreign simple trust, or a foreign grantor trust (unless or reign government, international organization, foreign central bank of issue ernment of a U.S. possession claiming that income is effectively connected c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for person acting as an intermediary (including a qualified intermediary acting	, foreign tax-ex d U.S. income of for other except	empt organization, foreign private foundation, or or that is claiming the applicability of section(s) 115(2), ions)
Pa	rt I Identification of Beneficial Owner		
1	Name of organization that is the beneficial owner		Country of incorporation or organization
3	Name of disregarded entity receiving the payment (if applicable, see ins	tructions)	
4	☐ Simple trust ☐ Tax-exempt organization ☐ Com ☐ Central Bank of Issue ☐ Private foundation ☐ Estate	national organiz	
5	Chapter 4 Status (FATCA status) (See instructions for details and comp Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). Participating FFI. Reporting Model 1 FFI. Reporting Model 2 FFI. Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions. Sponsored FFI. Complete Part IV. Certified deemed-compliant nonregistering local bank. Complete Part V. Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. Certified deemed-compliant limited life debt investment entity. Complete Part VIII. Certain investment entities that do not maintain financial accounts. Complete Part IX. Owner-documented FFI. Complete Part X.	Nonreport Foreign greentral ba Internation Exempt re Entity who Territory f Excepted Excepted Complete 501(c) org Nonprofit Publicly tr corporation Excepted Active NF Passive N Excepted Direct rep	ting IGA FFI. Complete Part XII. covernment, government of a U.S. possession, or foreign ink of issue. Complete Part XIII. Inal organization. Complete Part XIV. It is tirement plans. Complete Part XV. Illy owned by exempt beneficial owners. Complete Part XVI. Inancial institution. Complete Part XVIII. Inonfinancial group entity. Complete Part XVIIII. Inonfinancial start-up company. Complete Part XIX. Inonfinancial entity in liquidation or bankruptcy.
6	☐ Restricted distributor. Complete Part XI. ☐ Account that is not a financial account. 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)		I
	City or town, state or province. Include postal code where appropriate.		Country
For D	aperwork Reduction Act Notice, see senarate instructions	Cat No. 5	9680N Form W-8RFN-F (Rev. 10-2021)