



Request for Proposals
For
PHONE SYSTEM FOR BROWNSVILLE PUBLIC
UTILITIES BOARD

P066-24

Proposals due by 5:00 p.m. (Central Time), September 18, 2024

Brownsville Public Utilities Board
1425 Robinhood Drive, P.O. Box 3270
Brownsville, TX 78523-3270
<http://www.brownsville-pub.com>

**LEGAL NOTICE
AND
REQUEST FOR PROPOSALS
P066-24**

The Brownsville Public Utilities Board (“BPUB”) is requesting Competitive Sealed Proposals (hereon styled “RFP”) for a Phone System for BPUB. BPUB’s Purchasing Office located at 1155 FM 511, Olmito, TX, will accept RFP’s from qualified firms **until 5:00 PM, September 18, 2024. RFP’s received after this time will not be considered.**

RFP’s will be acknowledged by BPUB on September 19, 2024 at 10:30 AM (CST). Firms are invited to listen to the opening via conference call, (956) 214-6020, at 10:00 AM, September 19, 2024.

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

Please mark on the **outside of the envelope and on any carrier’s envelope: “Sealed Proposal for Phone System for BPUB, P066-24, September 18, 2024, 5:00 PM”**, c/o Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, TX 78575.

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

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

Diane Solitaire

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

Please submit this page upon receipt

ACKNOWLEDGEMENT FORM

P066-24

Phone System for BPUB

For any clarifications, please contact Diane Solitaire at the BPUB Purchasing Department at (956) 983-6366 or via e-mail at dsolitaire@brownsville-pub.com.

Please email this page upon receipt of the RFP package or legal notice. If you only received the legal notice and you want the RFP 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 an RFP response and obtain the RFP package from website.** ☐

Yes, I will be able to send an RFP response; please email the RFP package.

Email: _____

☐ **Yes, I will be able to send an RFP response; please mail the RFP package using the carrier & account number listed below:**

Carrier: _____

Account: _____

☐ **No, I will not be able to send an RFP response for the following reason:**

If you are unable to send your RFP response, kindly indicate your reason above and return this form via email to dsolitaire@brownsville-pub.com. This will ensure you remain active on our vendor list.

Date _____

Company: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Email: _____

INTRODUCTION

Introduction

Brownsville Public Utilities Board (BPUB) is located in Brownsville, Texas and is a community-owned utility providing full-service utility solutions (electric, water, sewer) to our customers. BPUB was formed in 1960 to provide electric, water, and wastewater services to its customers in the Brownsville area. According to the City's Charter, management, operation, and control of the City's combined water, wastewater, and electric utility systems is delegated to the Public Utilities Board, comprised of seven members, six of whom are appointed by the City Commission for four-year terms, and the seventh member being the City's Mayor serving Ex-officio.

The BPUB organization is under the leadership of a General Manager & CEO, who reports to the Board of Directors and oversees four Executive Managers: Assistant General Manager and Chief Operating Officer (COO), Chief Financial Officer (CFO), Chief Administrative Officer (CAO) and Chief Legal Officer (CLO). Each of the four executive officers oversee a section of the utility (operations, finance, administration, legal) and directly supervises the senior managers (Directors) in the following divisions: Water/Wastewater Operations, Special Projects & Water/Wastewater Engineering & Planning, Environmental Services, Electric Transmission & Distribution, Power Supply, Human Resources, Customer Services, Enterprise Solutions, Legal and Finance. BPUB's workforce consists of 642 budgeted FTEs and approximately 585 occupied positions.

Objective

Brownsville PUB is requesting proposals from qualified Firms interested in providing hosted Interconnected Voice over Internet Protocol (VoIP) service to replace all existing phone service and equipment. This request will replace all existing phone services and equipment for the BPUB administrative network, including a hosted VoIP service for 600 handsets and an estimated 1000 DID telephone numbers. This project will also entail a Call Center and an IVR system. The project and specific services to be provided are described below.

BPUB wishes to enter a multi-year contract with an eligible provider pursuing a 5-year option.

Background

In general, BPUB seeks a Firm that can provide a Cloud Hosted Internet Protocol Telephony (VOIP) system. Firms need to deploy their own Geo-Redundant cloud infrastructure in approved US data centers. This system will replace the current CISCO premise-based VoIP telecommunications system, Call Center/IVR and must be capable of meeting current needs expecting anticipated growth. The Firm will host and maintain the VOIP base system in its own facilities. BPUB requires a VOIP system that provides four-digit dialing between locations, a centralized voice mail system that can be used transparently by all locations, and the ability for all locations to appear to be part of a single phone system. The equipment shall be new models and in current production. Reconditioned, remanufactured, or demo models will not be accepted. Firms should possess and use their extensive knowledge and experience with the communications industry to recommend a creative solution that will meet or exceed BPUB's requirements. The project requires the design, implementation, support, and administration of a hosted VOIP telephone system. Preference will be afforded to the Firm that provides a comprehensive, cost-effective solution for current specifications, future capacity requirements, and ongoing service and support.

Instructions to Participating Firms

BPUB is requesting proposals from Firms interested in providing phone system for the Utility.

The following instructions should be followed:

1. RFP responses must include a statement that they are valid for a minimum period of ninety (90) days after the RFP Response closing date.
2. Please limit your response to relevant material; additional information must be submitted as an attachment or appendix.
3. Identify the question being answered in the introduction to each response.
4. After the release of this solicitation, the 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 about 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.
5. The BPUB is not bound under any contract until it authorizes the General Manager to execute the contract and the contract is executed by both parties.
6. 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.
7. The successful Firm agrees to send a personal representative with binding authority for the company to the BPUB upon request to adjust and/or assist with coordinating all transactions as needed.
8. The BPUB has implemented a vendor payment service 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).
9. Per 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 BPUB. If a W9 or W8 form is not made available to BPUB, the first payment will be subject to income tax withholding at 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 the proposal. Attached are sample forms.

10. 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.
11. Failure to sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind their Firm to a contract.
12. 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.
13. The BPUB will contact the prospective Firm's references by telephone or email. Complete the attached "Previous Customer Reference Worksheet" for each reference provided.
14. The Firm agrees to maintain professional errors and omissions liability insurance of not less than one million dollars (\$1,000,000.00) annual aggregate, on a claims-made basis, as long as reasonably available under standard policies.

BPUB Rights

1. If only one or no RFP response is received by the "submission date", the BPUB has the right to reject, re-propose, accept and/or extend the RFP by up to an additional two (2) weeks from the original submission date.
2. The right to reject any/or all RFPs and make award awards as they may appear advantageous to the BPUB.
3. The right to hold the RFP for 90 days from the submission date without action and to waive all formalities in the RFP.
4. The right to extend the total RFP beyond the original 90-day period before an award if agreed upon in writing by both parties and if the RFP holds firm.
5. The right to terminate all or any part of the unfinished portion of the work resulting from this solicitation within thirty (30) days' written notice; upon default by the Firm, for delay or non-performance by the Firm, or if it is deemed in the best interest of the Utility for convenience.
6. The BPUB reserves the right to request additional information or meet with representatives from responding organizations to discuss points in the RFP before and after submission, all of which may be used to form a recommendation.
7. The BPUB reserves the right to reject all proposals and to accept the proposal it considers in its best interest based upon the requirements and descriptions outlined in this RFP.

Any interpretation, correction, or change of the RFP will be made by ADDENDUM.

The BPUB Purchasing Department will issue changes or corrections. **Addenda will be emailed to all who have returned the RFP Acknowledgement Form.** Addenda will be issued as expeditiously as possible. The Firms are responsible for determining whether all addenda have been received. It will be

the responsibility of all respondents to contact the BPUB before submitting a response to the RFP to ascertain if any addenda have been issued, and to obtain any and/ or all addenda, execute them, and return addenda with the response to the RFP. Addenda may also be posted on BPUB's webpage.

SCOPE OF WORK

Basic Project Deliverables

1. Fully Cloud-Based: The VoIP phone system should be hosted entirely in the cloud, eliminating the need for on-premises infrastructure. Data center for hosted VOIP system shall be in the United States.
2. Soft App for iPhone and Android: The system should provide a soft application that is compatible with both iPhone and Android devices, enabling users to make and receive calls using their smartphones.
3. VoIP Fax Capabilities: The system must support VoIP faxing, allowing users to send and receive faxes digitally.
4. Auto Attendant: An automated receptionist feature is required, enabling callers to be directed to the appropriate department or individual within BPUB.
5. Hunt Group: The system should offer a hunt group functionality to automatically process incoming calls received by a single phone number, ensuring efficient call distribution.
6. Call Center:
 - a. The call center should be capable of accommodating at least 50 agents to answer incoming and outgoing calls.
 - b. Agents must have the ability to sign in and out of the call center for various reasons (restroom, lunch, offline work, etc.), allowing for flexible scheduling and workload management.
 - c. Software should be able to forecast call volume based on historical data.
 - d. The call center should provide managers with the necessary tools to actively manage the call center, including monitoring, and coaching capabilities.
 - e. Comprehensive reporting for all call center metrics, such as call volume, call duration, and agent performance, should be included. All features should be included under one dashboard portal.
 - f. Call Center should be able to perform queue callback and maintain virtual queues.
 - g. Call / Screen recording and skills-based call routing.
 - h. Call center agent chat capabilities, recording and email integration.
 - i. Support virtual lines or headsets as they have now.
 - j. Able to retain recorded calls for 90 days.
7. The phone system will be used at multiple locations and able to telework.
8. System must be compliant with e911.
9. System should be able to integrate with current Customer Information system (Harris/Cayenta).
10. Teleconferencing capabilities should be available.
11. Mass messaging and communications for both internal and external customers.
12. The Firm will need to provide a range of phone types including basic, standard and conference phones.
13. Buy back or trade-in program for Cisco phones.
14. Present a buy or lease option for all phones.
15. Proposed system must able to use existing network infrastructure.

16. DID numbers will be migrated to phone system provider and BPUB will retain ownership of phone numbers.
17. Integration of voicemail with email Exchangers.
18. Migrate or configure existing Call Center scripts.
19. Overflow capabilities.
20. System capabilities to support analog phones at industrial facilities.
21. System capabilities to support analog phones lines for faxes, elevators, gates and building alarms.
22. Phone system SLA and uptime.
23. Breakdown of Costs: one time onboarding and subsequent years/month & yearly cost.
24. All locations below are configured to one BPUB network.
25. Able to resolve issues or tickets within a reasonable timeframe.

Additional options:

1. Virtual Agent and web crawler
 - a. AI based virtual agent located on the BPUB website capable to answering or directing predetermined customer inquiries; such as account balance, bill due date, etc.
 - b. Must be able to handle English and Spanish.
 - c. Be able to integrate with Cayenta to retrieve customer account information, such as balance and due dates.
 - d. Virtual agent must be able to retrieve information from the BPUB website and/or BPUB applications.
 - e. Must be able to provide detailed reporting that includes number of interactions, time of interactions, types of inquiries, etc.
2. IVR
 - a. Customizable and scalable IVR system.
 - b. Must be able to interface with other IVR services, such as InvoiceCloud and Milsoft/OMS (Outage Management System)
3. Network Management
 - a. Ability to provide historical call data in 30-minute intervals by call type.
 - b. Ability to forecast Service Level in 30-minute intervals based on historical data.
 - c. Ability to provide Expected daily service level based on agents available.
 - d. Ability to provide multiple options for CSR status, example: ACW, break, lunch, outbound call, inbound call.
 - e. Ability to route multiple call types based on CSR skill levels.
4. Quality Assurance
 - a. Call and screen recording with ability to measure customer sentiment based on tone.
 - b. Ability to conduct quality evaluations for calls and save for CSR review.
5. Ability to provide individual CSR scores based on call evaluations. Reporting
 - a. Ability for staff to generate call center reports; example: Inbound calls, service level, call type volume; etc.
 - b. Ability to provide individual CSR call metric reports.
 - c. Ability to generate additional reports as needed. Please provide internal staff's capability to generate reports and types of reports available within the system.

Locations

Site Name	Phone count
Water Plant 2 Old Warehouse Scada Building	53
North Plant	28
South Plant	8
Administration Building	138
Service Yard	116
Annex 1st floor Annex 2nd floor Annex 3rd floor	148
Power Plant	23
Water Plant 1	8
Total count-----→	522 phones

Brief Description of Models & Count

Phone models	Phone Count
Cisco 7821	21
Cisco 7841	112
Cisco 7861	5
Cisco 7911	28
Cisco 7937	7
Cisco 7941	158
Cisco 7942	61
Cisco 7961	26
Cisco 7962	10
Cisco 7975	2
Cisco 8811	1
Cisco 8831	7
Cisco 8832	8
Cisco 8841	12
Cisco 8845	2
Cisco 8851	11
Cisco 8865	19
Cisco ATA 186	9
Cisco ATA 187	5
Cisco ATA 190	9
Cisco ATA 191	1

Proposal Due Date

Proposals are due **September 18, 2024 by 5:00 PM**, delivered via mail or courier service, to the BPUB Purchasing Department, 1155 FM 511, Olmito, TX 78575. **Proposals received after the deadline will not be considered.**

Proposals will be acknowledged on September 19, 2024 at 10:30 AM.

Submission of Proposals

A. Request for Information

By submitting a proposal, the respondent agrees to furnish such information as the BPUB may reasonably require. This information includes but is not limited to, information that indicates financial resources and the ability to provide services. To the extent there are any revisions or additions to the information provided or requested in the RFP, an addendum to the RFP will be sent to all respondents that initially received the RFP. Any addenda issued is to be considered part of the specifications of the RFP. The BPUB reserves the right to make investigations regarding the qualifications of the respondent.

B. Proposals Binding

Any proposal may be withdrawn in writing before the date and time set for receipt of proposals. The BPUB anticipates negotiating and executing an agreement with the selected respondent(s) by November 2024. However, any proposal submitted and not withdrawn prior to the date and time set for receipt of proposals will be considered valid until the period ending December 2024.

C. Incurred Expenses

The BPUB is not responsible for any costs incurred by a respondent to this RFP, including costs of participating in presentations or meetings with the BPUB.

D. Proprietary Information

All materials submitted to the BPUB in response to this RFP are, upon receipt by the BPUB, the property of the BPUB, may not be returned to the submitting party, and are subject to the Public Information Act, Chapter 522, Texas Government Code (the "Act"). Respondents should familiarize themselves with the provisions of the Act. In no event shall the BPUB, the City, or any of their agents, representatives, consultants, directors, officers or employees be liable to a respondent for the disclosure of all or a portion of the information submitted in response to this RFP.

If a respondent has special concerns about information which it desires to make available to the BPUB but which it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such respondent should specifically and conspicuously designate that information by placing "CONFIDENTIAL" in the center header of each such page affected. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets or confidential commercial or financial information are discouraged and may be deemed invalid.

If the BPUB receives a request for public disclosure of all or any portion of a response, the BPUB will use reasonable efforts to notify the applicable respondent of the request and give such respondent an opportunity to assert, in writing and at its sole expense, a claimed exception under the Act or other applicable law within the time period specified in the notice issued by the BPUB and allowed under the Act.

E. Acceptance/Rejection/Modification to Proposals

1. The BPUB reserves the right to negotiate modifications to the proposals, to reject any or all proposals, to request and consider additional information from any respondent, and to waive minor irregularities and technical defects. The BPUB will not waive non-compliance with the deadline to submit the response to the RFP.
2. The BPUB reserves the right to seek new proposals when it determines that it is in the BPUB's best interest to do so.
3. The BPUB reserves the right to accept the written proposal as an offer.
4. The BPUB reserves the right to award the contract to other qualified respondent(s) if the primary respondent chosen does not execute an agreement with the BPUB within thirty (30) days of being notified of selection.

Evaluation Criteria and Selection Process

All proposals must be completed and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the BPUB alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award. Only the information provided with the proposal, subsequent discussions and clarifications provided in writing, and the proposer's written Best and Final Offer, is used in the evaluation process and award determination. Only these criteria will be considered on the award determination.

A committee of BPUB Staff members will review, score, and rank all the submittals received based on the criteria specified below and may develop a shortlist of Firms.

The shortlist of Firms may be required to make final presentations, including an interview with the BPUB Board of Directors. The BPUB Board of Directors will make the final selection.

The BPUB Board of Directors exercises their discretion in the final selection of a Firm for contract negotiations. It will not be bound by BPUB staff recommendation, scoring, and ranking. The BPUB staff's preliminary reviews and scoring of submittals merely determine top-ranked firms who are most technically qualified as finalists and are eligible for interviews by the BPUB Board of Directors.

A. Evaluation Criteria

The proposals will be reviewed and evaluated internally using a point system. This may result in the selection of a Firm, or a short list of Firms who may be required to provide additional information in writing or via an interview. A demonstration of services may also be requested. Regardless of the criteria met, the BPUB will select the proposal it feels best meets the needs of BPUB and its employees.

The evaluation criteria with corresponding weight will include:

1. Project Understanding and Approach Weight: **(25 points)**
Firm's understanding of the project and BPUB's needs and schedule.
BPUB will evaluate the Firm's understanding and approach to accomplish the objectives and tasks set forth in the Scope of Work.
2. Project Team, Experience and Quality of Service Weight: **(35 points)**

Firm's phone systems experience/expertise related to municipalities and requirements including references from similar engagements.

Evaluate the knowledge and experience of the Firm and individuals assigned to perform work under the proposed contract. Evaluate the qualifications, experience, skills, and commitment to perform the work. Consider the Firm's resources and the quality of the individuals' and Firm's completed projects and the quality of service the individuals and Firm provided on similar engagements. Consider the Firm's previous history working with, or in, utilities and past performance history with utilities.
3. Proposed Cost Weight: **(25 points)**
Provide a detailed and comprehensive description of how the Firm intends to provide the services requested in this RFP. The proposal that accomplishes the stated objectives and services described at the lower cost will receive the highest points for this criterion.
4. References Weight: **(15 points)**
References provided by proposer to gauge Firm's experience, quality of services, timeliness and reputation. Include reference name, address, phone number and email address.

POSSIBLE MAXIMUM POINTS 100

Any questions regarding this RFP or requests for available materials should be directed in writing via e-mail to:

dsolitaire@brownsville-pub.com

Please understand that all fees (including respondent counsel fees, if any) that the BPUB is expected to pay are contingent upon the final approval by the BPUB Board of Directors and that the laws of the State of Texas will govern the obligations of the BPUB.

The BPUB will not release information submitted relative to this RFP during the evaluation process or before contract award, unless the BPUB is required to do so by law.

B. Tentative Schedule

1. RFP issued September 3, 2024.
2. Last day for questions is September 11, 2024.
3. **Proposals due no later than 5:00 p.m., Central Time, on September 18, 2024.**
4. Anticipated selection of preferred respondent(s) by November 2024.
5. If applicable, execute an agreement by December 2024.

Format and Content of RFP

This section of the RFP describes the required format and content for the respondent's proposal. This standardization will facilitate the evaluation of all proposals. Failure to comply with the required organization outlined in this RFP may result in a lowered evaluation. Proposals that are substantially incomplete or lack key information may be rejected. A proposal will be considered incomplete if the response to requested information states that the respondent considers the information proprietary and as such the information is not disclosed.

Proposals should be prepared in a manner that is straightforward, with a concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in this RFP. Each paragraph of the response should reference the section of the corresponding section of the RFP. Respondent should respond to all information requested in this RFP or indicate why no response is given. It is also helpful to repeat the text of the requirements as it appears in the RFP before your answer to that question. Proposals that are not organized in this manner risk elimination for consideration if the evaluators cannot determine where the answer to a particular question is located within the response.

A. General Information

Please provide the following general information about the Firm and contact information for the person who is authorized to answer questions and to negotiate final terms and conditions on behalf of the respondent:

Name of Respondent

Main Office Address

Names and Addresses of Authorized Representatives Telephone Number,
Facsimile Number, E-mail Address

B. Disclosure Requirements

For all products, please list any offering documents or other types of disclosure requirements.

C. Ability to Meet the BPUB's Schedule

Please confirm that the respondent can meet the BPUB's expectations disclosed in the "Tentative Schedule" found on Page 12.

D. Conditions and Covenants

1. By acceptance of the respondent's proposal, the BPUB reserves the right to negotiate any proposed conditions and covenants.
2. Please provide any conditions and covenants that will affect your response.

E. Confidentiality and Data Security Requirements and IT Questionnaire

1. Selected Firm will need to follow BPUB stated security requirements and confidentiality agreements pertinent to handling customer and security information.
2. Must complete attached Data Security Questionnaire.

F. Information Relating to the Respondent

Please provide the following:

1. Detail any criminal investigations or pertinent litigation against the respondent, either pending or concluded within the past three years. Specifically, address any litigation or administrative proceedings involving the Department.
2. Disclose any possible conflicts of interest or circumstances that could create the appearance of a conflict of interest. Disclose all contractual or informal business arrangements or relationships, including fee arrangements and consulting agreements, as well as any personal relationships, between your Firm, including professional staff, and any BPUB staff and/or members of the City.

Agreement Terms and Conditions

The BPUB reserves the right to reject any proposed form of agreement that does not conform to the RFP or any of the BPUB's requirements for agreements and contracts. The conclusion of any agreement resulting from accepting a proposal must be approved by the BPUB.

Term of Service

The initial contract term will be one (1) year from the date on which a contract is awarded by BPUB. In addition, the contract may provide that BPUB may elect to extend the contract up to four (4) years to provide for ongoing services.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (this "Agreement"), dated _____ (month) _____ (day) 20____ (the "Effective Date"), is entered into between Public Utilities Board of the City of Brownsville, Texas ("Party"), a municipal corporation with offices at 1425 Robinhood Drive, Brownsville, Texas 78521, and [COMPANY Name], with offices at [Address], (collectively the "Parties").

Background Statement

The Parties wish to exchange information, to hold confidential discussions, and possibly to engage in negotiations in connection with a potential business transaction at the [COMPANY Name], facility in [City, State], (the "Potential Transaction"). The Parties anticipate that they will be disclosing, receiving, reviewing, and analyzing oral and written information with respect to the Potential Transaction that is confidential, proprietary, or otherwise not publicly available. The Party disclosing information is referred to herein as the "Disclosing Party." The Party receiving information is referred to herein as the "Receiving Party." In consideration of the business discussions, disclosure of Confidential Information, and any future business relationship between the parties, the Parties have entered into this Agreement to establish terms and conditions applicable to the exchange of Confidential Information in connection with the Potential Transaction.

Agreement

1. Non-disclosure of Confidential Information. Receiving Party shall not disclose the Confidential Information to any person other than as expressly permitted by this Agreement, and shall take all reasonable measures to preserve the confidentiality and avoid the unauthorized disclosure of the Disclosing Party's Confidential Information, including but not limited to those steps taken with respect to the Receiving Party's own Confidential Information of like importance. Confidential Information may, however, be disclosed by Receiving Party to its directors, officers, employees, attorneys and consultants (collectively, "Representatives"), but only if such Representatives (i) need to know the Confidential Information in connection with evaluating the Potential Transaction, and (ii) such Representatives are informed by Receiving Party of the confidential nature of the Confidential Information and agree to be bound in writing to Receiving Party by confidentiality obligations at a minimum as restrictive as the terms of this Agreement. Receiving Party shall use the Confidential Information solely for the purpose of its internal evaluation of the Potential Transaction. For purposes of this Agreement, "person" shall be broadly interpreted to include the media, any corporation, company, partnership, group, individual and any governmental representative or authority. Notwithstanding the disclosure of the Confidential Information to the Representatives, Receiving Party shall remain liable for any breach of this Agreement by such Representatives. Receiving Party shall not remove any proprietary, copyright, trade secret, or other proprietary rights legends from any form of received Confidential Information.

2. Notice Preceding Required Disclosure. If Receiving Party or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, regulatory proceedings, stock exchange rules, audit requirements, or other applicable rules or regulations or similar process) to disclose any Confidential Information, Receiving Party, to the extent permitted by law, shall promptly notify Disclosing Party of such request or requirement and use commercially reasonable efforts to assist Disclosing Party so that it either may seek, at Disclosing Party's expense, an appropriate protective order or waive compliance with this Agreement. If, in the absence of a protective order or the receipt of a waiver under this Agreement,

Receiving Party or its Representatives are, in the opinion of outside legal counsel, required to disclose the Confidential Information or else stand liable for contempt or suffer other censure or penalty, Receiving Party and its Representatives may disclose, without liability thereunder, only such of the Confidential Information to the party requiring disclosure as, in the opinion of its outside legal counsel, is required by applicable law, rule or regulation and, in connection with such disclosure, Receiving Party and its Representatives shall use reasonable efforts to obtain from the third party to whom disclosure is made written assurance that confidential treatment will be accorded to such portion of the Confidential Information as is disclosed.

3. Definition of "Confidential Information." As used in this Agreement, "Confidential Information" means (1) all oral and written information that is furnished to Receiving Party or its Representatives by Disclosing Party, (2) the name of the Disclosing Party and its partners or co-venturers, affiliates, and subsidiaries, (3) the fact that Confidential Information has been made available to the Receiving Party, and (4) the fact that information is being exchanged and discussions and negotiations concerning the Potential Transaction are taking place. Proprietary and intellectual property disclosed by the Disclosing Party shall remain the sole and absolute property of the Disclosing Party. No right in, or license under, any present or future proprietary or intellectual information, trade secret, invention, patent, copyright, mask work, trade name, or trademark is either offered or granted by execution of this Agreement. Any information furnished to Receiving Party or its Representatives by a director, officer, employee, stockholder, partner, co-venturer, consultant, agent, or representative of Disclosing Party will be deemed furnished by Disclosing Party for the purpose of this Agreement. Notwithstanding the foregoing, the following does not constitute Confidential Information for purposes of this Agreement: (i) information that is or becomes publicly available other than as a result of a disclosure by Receiving Party or its Representatives; (ii) information that was already known to Receiving Party on a non-confidential basis prior to being furnished to Receiving Party by Disclosing Party; (iii) information that becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or a representative of Disclosing Party if such source, to Receiving Party's knowledge, is neither subject to any prohibition against transmitting the information to Receiving Party nor bound by a confidentiality agreement with Disclosing Party; and (iv) information that is independently developed by Receiving Party or its Representatives without use of or reference to Confidential Information.

4. Return of Information. At any time during or after the term of this Agreement, at the Disclosing Party's request, the Receiving Party and its Representatives shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition, the Receiving Party and its Representatives shall also destroy all copies of any drafts, notes, compilations, studies, synopses, or summaries of Confidential Information, or any other document prepared by or for Disclosing Party and certify in writing to the Disclosing Party that such copies have been destroyed. Notwithstanding the foregoing, the Receiving Party shall not be obligated to destroy electronically stored Confidential Information to the extent that it is contained in an archived computer system backup in accordance with its security and/or disaster recovery procedures so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business or used except as required for backup or data recovery purposes.

5. No Waiver. No failure or delay in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

6. Remedies. Because money damages may not be a sufficient remedy for a breach of this Agreement by Receiving Party or its Representatives, Disclosing Party shall be entitled to specific performance and temporary and permanent injunctive relief as remedies for any such breach or threatened breach without the necessity of proving actual damages. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement by Receiving Party or any of its Representatives but will be in addition to all other remedies available to Disclosing Party at law or in equity. A Receiving Party, however, shall not be liable for any special or consequential damages, as defined by the laws of the State of Texas, which result from breach of this Agreement by the Receiving Party, or its representatives.

7. Term. Following execution of this Agreement by the Parties, the term of this Agreement shall commence with the date first above written and shall terminate on the date that is two (2) years thereafter, unless terminated earlier by mutual agreement of the Parties, provided that with respect to Confidential Information that constitutes a trade secret under the Texas Uniform Trade Secrets Act, including any amendments thereto or successor thereof, the rights and obligations contained herein shall survive such expiration or termination until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Receiving Party or its Representatives. This Agreement shall survive termination of any discussions between the Parties, the return or destruction of Confidential Information, or any termination of any other agreement, whether in effect prior to or after the date of this Agreement.

8. No Obligation or Joint Venture. The Parties hereto understand and agree that unless and until a binding definitive agreement for the Potential Transaction (following exchange of Confidential Information) has been executed and delivered by the Parties, no contract or agreement providing for the Potential Transaction among the Parties shall be deemed to exist among the Parties, and no Party will be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this or any written or oral expression thereof, except, in the case of this Agreement, for the matters specifically agreed to herein. This Agreement neither obligates a Party to deal exclusively with another Party nor prevents a Party or any of its affiliates from competing with another Party or any of its affiliates. Disclosing Party is not making any representation or warranty as to the accuracy, validity, or completeness of Confidential Information, and Disclosing Party shall not be liable to another party as a result of another party's use of Confidential Information, and such Confidential Information is provided "as is."

9. No Assignment; Successors. Receiving Party may not assign all or any part of this Agreement without Disclosing Party's prior written consent. Any assignment in violation of this Agreement shall be null and void *ab initio*. This Agreement inures to the benefit of the Parties hereto and their successors and permitted assigns and is binding on each other and each other's successors and permitted assigns.

10. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF THAT WOULD OTHERWISE DIRECT THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

11. Jurisdiction and Venue. The Parties agree that venue for any litigation arising from any dispute or claims under the Agreement shall lie in a court of competent jurisdiction situated in Cameron County, Texas.

12. Entire Agreement; Headings. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof. The headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

13. Savings Clause. If any provision of this Agreement or the application thereof to any person, place, or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

14. Attorney's Fees. In the event any action, including arbitration, is brought to enforce any provision of this Agreement, or to declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorney's fees incurred thereby.

15. No Implied Licenses. Nothing in this Agreement will be construed as granting any rights to Receiving Party, by license or otherwise, to any of Disclosing Party's Confidential Information, except as specifically stated in this Agreement.

16. Public Information Requests. Disclosing Party recognizes that Recipient is a political subdivision of the State of Texas, and as such is subject to the Texas Public Information Act ("TPIA"). Recipient agrees that it will treat any Confidential Information received from Disclosing Party as commercial or financial information exempt from disclosure pursuant to §552.110 of the TPIA. Should Recipient receive a request for public information that seeks to acquire Confidential Information, Recipient shall (a) decline to release the information for the purpose of requesting an attorney general decision, (b) within ten (10) days of the request inform the Disclosing Party's, Officer for Public Information, in writing of such request, and (c) follow the procedures set out in §552.305 of the TPIA. Recipient shall have no obligation to appeal any opinion from the Texas Attorney General determining that Confidential Information or Proprietary Materials constitute public information and directing Recipient to produce the same.

To evidence their acceptance of this Agreement, the Parties' authorized representatives have signed below effective as of the date first specified above.

**PUBLIC UTILITIES BOARD
OF THE CITY OF BROWNSVILLE, TEXAS**

[COMPANY NAME]

Name: Marilyn D. Gilbert, MBA
Title: General Manager and CEO

Name:
Title:

PROPOSAL COST SHEET
P066-24

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

	Service/Description	Monthly Rate	Yearly Rate
1	Cloud Hosted Internet Protocol Telephony (VOIP) system-turn-key project		
2	Hardware cost		
3	Software cost		
4	Any additional phone/trunk costs		

NOTE: The rate should include proposed fees for the items described under the Basic Project Deliverables section, to include training, travel, lodging, and miscellaneous expenses as required.

Company Name:_____

Authorized Company Representative:_____

Authorized Company Representative:_____

Signature (Failure to sign proposal will disqualify it)

Company Address:_____

Telephone #: _____

Fax #: _____

Email: _____

Required Forms CHECKLIST

The following documents 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 Certificate	<input type="checkbox"/>	<input type="checkbox"/>
	Ethic Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Conflict of Interest Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Direct Deposit Form (will be provided to the awarded Firm)	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification	<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions (if applicable)	Bid Schedule/Cost sheet completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
	Cashier Check or Bid Bond of 5% of Total Amount of Bid	<input type="checkbox"/>	<input type="checkbox"/>
	OSHA 300 Log	<input type="checkbox"/>	<input type="checkbox"/>
	Contractor Pre-Bid Disclosure completed, signed and notarized	<input type="checkbox"/>	<input type="checkbox"/>
	Sub-Contractor Pre-Bid Disclosure completed, signed, and notarized	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
References	Complete the Previous Customer Reference Worksheet for each reference provided	<input type="checkbox"/>	<input type="checkbox"/>
Addenda			

ETHICS STATEMENT (Complete and Return this form with Response)

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

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

I have read all of the specifications and general RFP 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 FIRMS SHOULD BE RAISED WITH OWNER AND ITS CONSULTANT (IF APPLICABLE) AND RESOLVED IF POSSIBLE, PRIOR TO THE PROPOSAL SUBMITTAL DATE. ANY LISTED DEVIATIONS IN A FINALLY SUBMITTED PROPOSAL MAY ALLOW THE OWNER TO REJECT A PROPOSAL AS NON-RESPONSIVE.

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS **(Complete and Return this form with Response)**

Name of Entity: _____

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

Are not presently debarred, suspended, proposed for debarment or suspension by The State Bar of Texas or any Federal court.

Have not within a three year period preceding this RFP been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in this paragraph of the certification; and

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

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

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

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY & SUBMITTED WITH BID RESPONSE

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

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

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

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

- (2) the date the vendor becomes aware:

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

BROWNSVILLE PUBLIC UTILITIES BOARD
RESIDENCE CERTIFICATION

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

Section 1. (a)

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

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

Section 1. (b)

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

I certify that

(Company Name) is a **resident Texas bidder** as defined in Art. 601g.

Signature: _____

Print Name: _____

I certify that

(Company Name) is a **nonresident bidder** as defined in Art. 601g. and our principal place of business is: _____

(City and State)

Signature: _____

Print Name: _____

Previous Customer Reference Worksheet

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

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

[illegible]

**Request for Taxpayer
Identification Number and Certification**

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

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

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.	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 entity's name on line 2.)	
	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. <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) 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. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b 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"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date

General Instructions

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

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

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 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: <ul style="list-style-type: none"> • U.S. entity or U.S. citizen or resident W-9 • A foreign individual W-8BEN (Individual) or Form 8233 • A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the United States (unless claiming treaty benefits) W-8ECI • A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . W-8IMY • A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) W-8ECI or W-8EXP • Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) W-8IMY 		Instead use Form:																
Part I Identification of Beneficial Owner																		
1 Name of organization that is the beneficial owner		2 Country of incorporation or organization																
3 Name of disregarded entity receiving the payment (if applicable, see instructions)																		
4 Chapter 3 Status (entity type) (Must check one box only): <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Simple trust</td> <td><input type="checkbox"/> Tax-exempt organization</td> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Partnership</td> </tr> <tr> <td><input type="checkbox"/> Central Bank of Issue</td> <td><input type="checkbox"/> Private foundation</td> <td><input type="checkbox"/> Complex trust</td> <td><input type="checkbox"/> Foreign Government - Controlled Entity</td> </tr> <tr> <td><input type="checkbox"/> Grantor trust</td> <td><input type="checkbox"/> Disregarded entity</td> <td><input type="checkbox"/> Estate</td> <td><input type="checkbox"/> Foreign Government - Integral Part</td> </tr> <tr> <td colspan="2"></td> <td><input type="checkbox"/> International organization</td> <td></td> </tr> </table>			<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	
<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. <input type="checkbox"/> Yes <input type="checkbox"/> No																		
5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.) <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top; width: 50%;"> <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"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <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"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. <input type="checkbox"/> Owner-documented FFI. Complete Part X. <input type="checkbox"/> Restricted distributor. Complete Part XI. </td> <td style="vertical-align: top; width: 50%;"> <input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. <input type="checkbox"/> Territory financial institution. Complete Part XVII. <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. <input type="checkbox"/> 501(c) organization. Complete Part XXI. <input type="checkbox"/> Nonprofit organization. Complete Part XXII. <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. <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. </td> </tr> </table>			<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"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <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"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. <input type="checkbox"/> Owner-documented FFI. Complete Part X. <input type="checkbox"/> Restricted distributor. Complete Part XI.	<input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. <input type="checkbox"/> Territory financial institution. Complete Part XVII. <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. <input type="checkbox"/> 501(c) organization. Complete Part XXI. <input type="checkbox"/> Nonprofit organization. Complete Part XXII. <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. <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.														
<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"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <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"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. <input type="checkbox"/> Owner-documented FFI. Complete Part X. <input type="checkbox"/> Restricted distributor. Complete Part XI.	<input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. <input type="checkbox"/> Territory financial institution. Complete Part XVII. <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. <input type="checkbox"/> 501(c) organization. Complete Part XXI. <input type="checkbox"/> Nonprofit organization. Complete Part XXII. <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. <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). <table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border-bottom: 1px solid black;">City or town, state or province. Include postal code where appropriate.</td> <td style="width: 30%; border-bottom: 1px solid black;">Country</td> </tr> </table>			City or town, state or province. Include postal code where appropriate.	Country														
City or town, state or province. Include postal code where appropriate.	Country																	
7 Mailing address (if different from above) <table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border-bottom: 1px solid black;">City or town, state or province. Include postal code where appropriate.</td> <td style="width: 30%; border-bottom: 1px solid black;">Country</td> </tr> </table>			City or town, state or province. Include postal code where appropriate.	Country														
City or town, state or province. Include postal code where appropriate.	Country																	