



BROWNSVILLE PUBLIC UTILITIES BOARD

Request for Competitive Sealed Proposals

FOR

SECURITY GUARD SERVICES

2025

P073-24

Proposal Due: October 2, 2024 by 5:00 PM

Proposal Acknowledgement: October 3, 2024 at 10:00 AM



**LEGAL NOTICE
AND
REQUEST FOR PROPOSALS
P073-24**

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

The Brownsville Public Utilities Board (BPUB) will accept sealed Proposals for Security Guard Services, **until 5:00 PM, October 2, 2024** in the BPUB Purchasing Office, 1155 FM 511, Olmito, Texas. **Any responses received after this time shall not be considered and will not be opened. Facsimile and email responses are not acceptable when responding to this Request for Proposals.**

Proposals will be acknowledged on October 3, 2024 at 10:00 AM. Firms are invited to listen to the opening via conference call (956) 214-6020, at 10:00 AM October 3, 2024.

Detailed specifications may be obtained from the BPUB website at https://www.brownsville-pub.com/rfp_status/open/. There will be a non-mandatory tour at 8:30 AM on September 20, 2024 at the BPUB 511 Service Center Building, 1155 FM 511, Olmito, Texas.

Please send one (1) paper original and one (1) paper copies (entire proposal) and one (1) CD ROM copy (entire document) of the proposal and identify each as an original or copy accordingly, mark on the **outside of the envelope and on any carrier's envelope**: "SEALED PROPOSAL FOR SECURITY GUARD SERVICES, P073-24, OCTOBER 2, 2024, 5:00 PM", and send to the attention of Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

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

The BPUB reserves the right to reject any or all proposals and to waive irregularities contained therein and to accept any proposals deemed most advantageous to the BPUB. BPUB reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such clarification is deemed desirable by BPUB. BPUB reserves the right to evaluate the responses submitted, or to reject any or all submittals should it be deemed in BPUB's best interest. BPUB reserves the right to negotiate with any, all or none of the Respondents.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof. All timely proposals become the property of the BPUB upon receipt and shall not be returned. **Any information deemed to be confidential by respondent should be clearly noted on the page(s) where the confidential information is contained.** BPUB, however, cannot guarantee

that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas law, or pursuant to a Court Order.

Diane Solitaire

Brownsville Public Utilities Board

(956) 983-6366 - Phone

Please submit this page upon receipt

ACKNOWLEDGEMENT FORM
SECURITY GUARD SERVICES

P073-24

For any clarifications, please contact Diane Solitaire at BPUB Purchasing Department at (956) 983-6366 or e-mail: 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 a RFP; obtained RFP package from website.**

☐ **Yes, I will be able to send a RFP; please email the RFP package.**

Email: _____

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

Carrier: _____

Account: _____

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

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

EXHIBITS A, B, C, E, F

Upon return of this acknowledgement form, Exhibits A, B, C, E and F will be provided to the email address listed below. The company listed below agrees that the information to be provided is confidential and is to only be used by company in connection with preparing a proposal. The company also agrees not to release this information and to comply with Federal and State laws and regulations and notify BPUB in writing within five (5) days if they receive a request for such information.

Firm Name

Authorized Signature

Address

Type Signatory's Name and Title

Telephone Number / Fax Number

Date

Signatory's Email Address

REQUEST FOR PROPOSAL Security Guard Services

1. GENERAL BACKGROUND

The Public Utilities Board of the City of Brownsville, Texas, commonly called BPUB, is located on the United States of America-Mexico border near the Gulf of Mexico. BPUB provides electric, water, and wastewater services to the City of Brownsville, Texas and the surrounding area.

BPUB was created and established by Article VI of the City Charter in 1960 as a separate and distinct agency of the City. It has authority to control, manage, and operate the utility system. The existing electric customer service area encompasses approximately 133 square miles including substantially the entire city. The water and wastewater service areas include the city and most of the surrounding area. As of July, 2024, the BPUB had approximately 54,619 electric, 55,797 water, and 56,266 wastewater accounts for the entire system.

The operating revenues for fiscal year 2023 were approximately \$272.2 million.

BPUB executive administration includes a general manager/chief executive officer, an assistant general manager/chief operations officer, a chief financial officer, chief administrative officer, and a general counsel and chief legal officer that oversee specific divisions. BPUB employs approximately 585 employees. BPUB's fiscal year is a 12-month period ending September 30th of each year.

BPUB issued an RFP for Security Guard Services in July 2021 and awarded a contract to go into effect on February 1, 2022. The original contract was for one year with two one-year renewal option. BPUB exercised its second of two renewal options and contract is now in effect until January 31, 2025.

2. PURPOSE

BPUB is soliciting competitive sealed proposals from qualified contractors to provide security guard services. The purpose for this procurement is to contract with an entity to provide security guard services for multiple BPUB facilities in Brownsville, Texas. Facilities include water treatment plants, water towers, wastewater treatment plants, a power plant, electric substations, wastewater lift stations, office buildings, and other utility facilities. These locations, the guards needed, and the hours required are subject to change, as authorized by BPUB. The objective is to maintain a professional security presence and response for the protection and well-being of employees, customers, visitors, assets of the facilities, and to any facilities that may be added to the contract by BPUB. Another objective of hiring an outside vendor to provide security service is to get professional and reliable security personnel capable of performing the duties as required, without having to micromanage the Contractor and security force.

3. SCOPE

BPUB seeks to establish a contract with an entity to provide security guard services in multiple BPUB locations in Brownsville, Texas, for the prevention and deterrence of theft, vandalism, fire, or other criminal acts affecting BPUB employees or property, in accordance with the specifications contained in this Request for Proposal (RFP).

4. MINIMUM QUALIFICATIONS

The proposing Contractor must:

- a. Demonstrate experience in the following:
 - (1) Best practices in security guard services.
 - (2) Providing security guard services to similar type of businesses as BPUB.
 - (3) Ability to work collaboratively with clients to provide timely, high-quality, and cost-effective services and results.
- b. Demonstrate sufficient capacity, resources and experience to provide security guard services as required in the RFP.
- c. Must be licensed to do business in the State of Texas, have a valid Class B – Security Contractor License (Guard Services, including armed and unarmed guards), and be in good standing with the Texas Private Security Board of the Texas Department of Public Safety.
- d. Have been established as a licensed security guard services Contractor in business and licensed by the Texas Private Security Board of the Texas Department of Public Safety with a Class B or C – Security Contractor License (Guard Services, including armed and unarmed guards) for a minimum of five (5) years and providing the scope of services consistent with those sought in this RFP.
- e. Have experience providing similar services to at least three (3) other similar sized entities.

5. SCOPE OF SERVICES

BPUB anticipates contracting with a Contractor for security guard services.

(a) The Contractor will provide the following services:

- (1) Security Operations:
 - (a) To meet BPUB's security objectives according to policies and procedures, contract security personnel will provide a variety of services which may include, but not limited to, the following functions: access control, patrols, video

surveillance, dispatch operations, inspections, monitoring, traffic control, emergency response, escort, dealing with persons with altered mental status, recordkeeping, reporting, and special assignments.

- (b) Provide an onsite security supervisor (available 24/7).
- (2) Security Guards:
 - (a) Commissioned uniformed static and roving patrol security guard.
 - *The estimated number of hours per facility or site and type of security personnel services are included in Exhibit A.
 - (b) Must meet qualifications for security personnel as listed in Exhibit B.
- (3) Business Office:
 - (a) Maintain a local business office inside the city limits of Brownsville, Texas throughout the contract period that can be immediately responsive to BPUB when contacted during normal working hours and as well as after hours, weekends, and holidays.
- (4) Management and Supervision:
 - (a) Provide appropriate and necessary management and supervision for all of the Contractor's employees and shall be solely responsible for instituting and invoking disciplinary action of employees not in compliance with Contractor's rules and regulations, as well as any other policy established by the contracting parties.
 - (b) Contractor must have a Quality Control Plan detailing the Contractor's internal controls and processes to insure full and accurate performance of all contract requirements.
- (5) Hiring, Training, and Administration:
 - (a) Ensure hiring, training and administration of motivated and professional employees that meet or exceed both the Contractor's and BPUB's standards.
 - (b) Provide 16 hours of initial job training to security guard personnel for each post assignment at BPUB. An outline of the training standards can be found in, Exhibit B. All initial, sustainment and remedial training must be at the expense of the Contractor.
 - (c) Verify that each security guard and the security supervisors maintain active status of their Texas Private Security Board of the Texas Department of Public Safety (Commissioned) license and receive their annual TOPS required training.
 - (d) The contractor will provide the security guards with the following:
- (6) Uniforms and Protective Clothing
 - The contractor is responsible for the daily personal appearance of security personnel and for providing all uniforms and individual equipment to guards.

- (a) Provide seasonal uniforms, weather-appropriate protective clothing, and personal protective equipment necessary to support continuous performance of contract requirements. Security personnel must be distinctively uniformed while on duty and be identified with their function by appropriate emblems or badges. All security guards shall wear the same color and style of uniform. To clarify discretionary areas and ensure consistency at all sites, the uniform specifications and quantities per guard are contained in Table 6.1. Uniforms shall be worn at all times while on duty, unless otherwise authorized by the Contract Representative. Official uniforms, patches, and shields shall be controlled to prevent unauthorized use. To ensure proper uniform appearance, all items shall be reviewed and replaced (as-needed) by the Contractor at least every 12 months.

<i>BPUB Contract Security Guard Uniform Specifications</i>		
Item	Minimum Specification	Quantity/ Employee
Pants	Law enforcement style poly/cotton; rip-stop; Proper brand or approved equal	4
Shirt	Law enforcement style poly/cotton; Proper brand or approved equal	2 short sleeve 2 long sleeve
T-shirt	Cotton; crew neck; same color as uniform	4
Belt	Nylon web; 2-inch; flat finish; black	1
Name Tag	Embroidered cloth strip or engraved metal with last name; displayed above right pocket on shirts and cold weather coat	5
Uniform Shield	Texas Security Guard compliant; displayed on left pocket of shirts and upper left side of coats	2
Uniform Patch	Embroidered; display on left shoulder of shirts and cold weather coat	5
Patch	American flag; display on right shoulder of shirts and cold weather coat	5
Coat Rain	High visibility; trench-style	1
Coat, Cold Weather	Double duty jacket; 5.11 brand or approved equal; model 48096 with removable cold weather liner	1
Hat	Baseball style, same color as uniform with the word SECURITY embroidered on the front.	2
Hat, Cold Weather	Knit watch cap; military spec; no designs or logos; black	1
Hard hat	Class E Type I, ANSI 289.1-2009	1
Reflective Vest	Class 2 ANSI 107-2015	1

Table 6.1 – Minimum Uniform Requirements

- (b) Safety footwear shall be provided by the Contractor. Footwear shall be 6 or 8-inch high boots, black in color, have a consistent style across all sites, and

must be fabricated in compliance with ASTM F2412-2011 and ANSI Z41.1. Footwear shall be replaced annually at a minimum.

- (c) Rubber overshoes and snake chaps may be purchased and worn as necessary during inclement weather or hazardous areas. The Contractor shall also supply other personal equipment which may include whistles, inclement weather clothing, and safety equipment (signal wands, etc.) necessary for full performance in all types of weather.

(7) Duty gear.

Individual equipment provided for each guard shall have the same style and appearance. Items shall be provided only after successful completion of the training requirements set forth in Exhibit B. All equipment shall be kept in serviceable condition at all times. The Contractor shall keep a serviceable pool of such items available for use by guards. Table 6.2 below provides the minimum requirements and specifications for each required piece of duty gear:

<i>BPUB Contract Security Guard Duty Gear Specifications</i>	
Item	Minimum Specification
Duty Belt	Black law enforcement style, nylon
Pistol	Semiautomatic pistol, chambered in 9mm, 10mm, 0.45 cal or 0.40 cal
Holster	Black law enforcement style fitted to pistol
Magazine pouch	Closed case, black
Hand cuffs	Hinged; nickel plated
Hand cuff holder	Closed case; black
Baton	21 inch; collapsible; black
Baton holster	Hard plastic with side break; black
Flashlight	Sized to comfortably fit on duty belt; adequate lumens for operation; black/silver
Flashlight holster	Black

Table 6.2 – Minimum Duty Gear Requirements

(8) The contractor is responsible for ensuring the following:

- (1) Personal Appearance and Grooming Standards. Security Guards shall be in uniform and maintain a neat, clean, and business-like appearance and comply with dress standards while on duty. Failure to meet the requirements of appearance and wearing of the uniform as noted herein is considered as being "out of uniform". Security guards who are out of uniform are not meeting the requirements of this contract and are not qualified to meet post requirements. BPUB may consider a post as being unfilled if occupied by a security guard who is out of uniform. The personal appearance and grooming standards required are as follows:

- (a) All security guards shall wear clean, properly fitted uniforms when on duty. The uniforms are to be free from defects and worn or frayed fabric.

- (b) Only conservative prescription eyeglasses may be worn with the uniform. Sunglasses or eyeglasses that are faddish in style or color (e.g. bright, iridescent or fluorescent orange, yellow, red, etc.) or have lenses or frames with initials or other adornments shall not be worn. Mirrored or opaque sunglasses may not be worn. Frame holders which are navy blue or black in color and otherwise unadorned may be worn. Sunglasses or darkly tinted glasses shall not be worn inside the building unless determined as medically necessary by a licensed medical physician. A copy of the medical certification must be submitted to BPUB.
- (c) Security guards shall not wear jewelry or body piercings such as earrings, bracelets, chains, religious insignia, buttons, or pendants. Security guards may wear one ring or ring set on the third finger of each hand, a modest necklace that is completely concealed beneath the uniform shirt, and a watch on either wrist.
- (d) Only authorized logos and accessories shall be worn on or with the security guard uniform.
- (e) Long sleeve shirts shall be worn with the cuffs fully extended and buttoned. Short sleeve shirts shall be worn with one button open at the collar and sleeves fully extended.
- (f) Undershirts shall be worn in such a manner so as to be concealed from view. No lettering or design shall be visible through the uniform shirt.
- (g) If a mustache is worn, it shall be kept neat and trimmed evenly so that no portion extends more than one-half (1/2) inch below or beyond the line of the individual's upper lip.
- (h) The face shall be kept clean-shaven. The temporary wearing of beards may be authorized by BPUB if prescribed by a board-certified medical doctor for pseudo folliculitis bar bae. In such cases, the beard shall be neatly trimmed to a length not to exceed one-quarter (1/4) inch. Medical certification for shaving waivers shall be resubmitted every 120 days.
- (i) Hair and/or wigs, for females, must be a natural hair color and kept clean, neat and styled to present a managed appearance. Hair shall be arranged so that it does not extend more than 2 and 1/2 inches below the bottom of the collar. Bouffant and modified bush styles are acceptable if they allow for proper wearing of headgear. Plaited or braided hair shall be permitted only if worn under headgear. No decorations shall be worn in the hair and items used to hold the hair in place shall be concealed as much as possible and shall be of a color and style that blend with the hair.
- (j) Hairpieces for males must be a natural hair color, neatly groomed and shall not fall over the eyes or exceed the top of the collar. It shall be kept clean and the length and/or bulk of the hair shall not be excessive or present a ragged, unkempt or extreme appearance. Also, the bulk or length of the hair shall not interfere with the wearing of headgear and no decorations shall be worn in the hair.

- (k) For males, hair length must not exceed the top of a shirt collar. Females may wear their hair in an "up" style so as not to interfere with the wearing of the uniform or use of equipment. The Contractor is responsible for ensuring that security guards maintain a neat appearance in accordance with generally accepted standards of the community.
 - (l) Sideburns shall not be conspicuous and shall be neatly trimmed at all times. Sideburns shall not extend below the bottom of the ear, and must be constant in width (not flared), and with a horizontal clean-shaven end.
 - (m) Fingernails shall be free of dirt and trimmed to not extend further than 1/8 of one inch beyond the tip of the finger. Fingernail polish may be used if the color is neutral.
 - (n) Tattoos that are visible are not appropriate to the BPUB standards and must be covered during working hours.
- (2) Vehicles
 - (a) The Contractor must furnish Security Personnel with a means of transportation for patrolling operations. Personally-owned vehicles cannot be used for any security purpose.
 - (b) When a vehicle is furnished, it must be:
 - (1) Properly labeled with the Contractor's name, logo, and state license number,
 - (2) No older than five years or mileage in excess of 100,000 miles during the contract period,
 - (3) Adequately equipped for safe operation during any type of weather, and must include spare tire, jack, fire extinguisher, first aid kit and spot light.
 - (4) Consistently operated in a safe manner and at a safe speed, and
 - (5) Maintained properly during the entire contract to avoid patrol delays and ensure vehicle does not present a bad image for BPUB with regard to the environment or in any other way; if the vehicle is malfunctioning, it must be replaced immediately.
 - (c) Vehicles that do not comply with these requirements must be removed from the BPUB premises and replaced with a vehicle that meets the requirements immediately.
- (3) Electronic Devices
 - (a) The Contractor will provide cellular telephone to roving guards to use while on duty.
 - (b) The Contractor must furnish guard tracking platform including devices and software to track security guard tours.
- (4) Background Checks and Drug Screening
 - (a) The Contractor must conduct pre-employment and random checks on all personnel who may be utilized during the term of the contract. Pre-employment and random testing and checks must include, but is not necessarily limited to,

criminal records check, social security number identification, driver's license check and drug screening. Contractor must have a written Substance Abuse Prevention Policy requiring pre-employment, random and suspicious screening. All the tests are to be conducted at the Contractors expense. The Contractor's Substance Abuse Prevention Policy and testing must meet BPUB's Substance Abuse Policy standards.

- (5) Removal of Employees
 - (a) Contractor shall agree to remove from the site, whenever required to do so by BPUB, any employee considered by BPUB to be unsatisfactory or undesirable to BPUB, within the limits of any applicable laws.
- (6) Billing and Invoicing
 - (a) Contractor shall administer all cost accounting and billing relative to this contract.
 - (b) The Contractor must provide monthly invoices that have assigned purchase order number; brief summary of all services and deliverables provided and summary of hours worked per post assignment.
- (7) Additional Hours:
 - (a) Contractor shall respond as necessary to accommodate additional duty hours as may be requested by BPUB. Every effort will be made to give a minimum of 24 hour notice for additional guards; however, the vendor must be prepared to provide additional services within two (2) hours of notification.
- (8) Post Orders:
 - (a) Contractor will develop and maintain site specific post orders necessary to meet BPUB security objectives.
 - (b) Post orders will be in accordance with BPUB policies and procedures.
- (9) BPUB will be responsible for the following:
 - (a) BPUB will provide detailed security guard services requirements, objectives, and internal policies and procedures affecting guard operations.
 - (b) BPUB will provide computer/laptop(s) for specific site for BPUB business use.
 - (c) BPUB will provide initial training to the onsite Supervisor on the BPUB Visitor Management System.
 - (d) BPUB will provide two-way radios to specific patrols for communication with BPUB dispatch.

6. PROPOSAL SUBMISSION REQUIREMENTS

- a. It is the proposing Contractor's responsibility to provide all required information, including required attachments. No information beyond that specifically requested is required, and proposing Contractors are requested to keep their submissions to the

shortest length consistent with making a complete presentation of qualifications. Unless otherwise indicated, a proposal that does not provide all of the information requested below may be rejected.

- b. The proposals must follow all formats and address all portions of the RFP set forth herein providing all information requested.
- c. To this end, the proposing Contractor shall complete and/or submit the following documents as part of the sealed proposal package presented in the following format and order:

(1) All proposals must be:

- (a) Clearly legible;
- (b) Sequentially page-numbered and include the proposing Contractor's name at the top of each page;
- (c) Organized in the sequence outlined following the Table of Contents as listed in the RFP proposal format;
- (d) Correctly identified with the RFP number and submittal deadline; responsive to all RFP requirements;
- (e) Typed on 8½ by 11 paper;
- (f) In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs, and appendices;
- (g) Bound, but no 3-ring binders; and
- (h) Submitted as one (1) paper original (entire document); one (1) paper copy (entire document); and one (1) SSD (entire document). Proposals may not include materials or pamphlets not specifically requested in this RFP.

(2) Proposal Format. The proposals must be structured, presented, and labeled in the following manner:

- (a) Tab 1 – Table of Contents
- (b) Tab 2 – Executive Summary
- (c) Tab 3 – Project Work Plan
- (d) Tab 4 – Qualifications
- (e) Tab 5 – Key Personnel
- (f) Tab 6 – Background and Experience
- (g) Tab 7 – Price
- (h) Tab 8 – Value Added Benefits
- (i) Tab 9 – Certifications and Other Required Forms

- d. Failure to follow the specified format, label the responses correctly, or address all of the subsections may, at the BPUB's sole discretion, result in the rejection of the Proposal. Proposals should not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced

to the appropriate place within the body of the Proposal. The Proposal pages shall be numbered, and each section (tab) labeled.

e. Format and Content

Proposals **must be** organized as follows:

- (1) **TAB 1: TABLE OF CONTENTS** – Identify each major section (tab), all pages are to be numbered.
- (2) **TAB 2: EXECUTIVE SUMMARY** – An Executive Summary of no more than four (4) pages should be included with the first page dedicated to describing how the Contractor meets the minimum qualifications of this RFP, and the remaining three pages identifying and substantiating the basis of the contention that the Contractor is the best qualified to provide the requested services for the BPUB. Please address what the Contractor offers to the BPUB that competing Contractors cannot offer. Include the location of the office at which the services to be provided hereunder will be performed. Also include information regarding professional association memberships in Security and Law Enforcement.
- (3) **TAB 3: PROJECT WORK PLAN** –
 - (a) Provide the legal entity name for the Contractor. Provide the proposal contact name, phone number, and email address. State physical address(es) from which proposing Contractor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.
 - (b) Describe the Contractor's proposed processes and methodologies for providing all components included but not limited the scope of services and the exhibits.
 - (c) Provide a detailed description/plan of how services will be transitioned from current operations to ensure a smooth, seamless transition which is of critical importance to BPUB.
 - (d) Submit a formal staffing plan, recruiting and retention plan. The plan should include specific numbers of personnel to be employed, shifts and screening practices. It must clearly address recruiting and retention of guards, supervisors and key personnel.
 - (e) Include the Contractor's approach to ensuring a complete security plan is in place with the available resources and with what your security company is prepared to offer, taking into account the facility layout and security roving patrols.
 - (f) Describe the proposing Contractor's available resources and how these would enhance the security services provided. Indicate per resource if these resources are included in the total price proposal or if they represent an additional cost to BPUB.
 - (g) Describe proposing Contractor's resources available to both the onsite supervisors and off-site Project Manager for BPUB account.

- (h) Describe proposing Contractor's resources available to the Security Guards for managing patrols/rounds.
- (i) Provide photographic samples of all intended uniforms and individual equipment to be worn and vehicles to be used while providing security guard services for BPUB.
- (j) Provide a Quality Control Plan detailing the Contractor's internal controls and processes to ensure full and accurate performance of all contract requirements.
- (k) Provide sample security policies and procedures used to improve the security and public safety at BPUB facilities.
- (l) Submit a copy of the Contractor's Substance Abuse Prevention Policy.

(4) TAB 4: QUALIFICATIONS –

- (a) Describe the Contractor's qualifications and experience in providing past and present Security Guard Services (brief company history). Proposing Contractor must show proof of providing Security Guard Services for a minimum of five (5) years.
- (b) Complete and detailed description of the proposing Contractor's qualifications and experience relative to the services described herein. Include proof of required certifications.
- (c) Provide an organizational chart depicting the size and structure of the local servicing office and any regional support if applicable.
- (d) Provide a listing of proposing Contractor's management and staff personnel to be used for this account, designated by discipline and detailing qualifications and experience relative to security service. Include proof of required certifications.

(5) TAB 5: KEY PERSONNEL AND SECURITY GUARD PERSONNEL -

- (a) Key Personnel – The following personnel are considered key personnel by the BPUB: The Project Manager. The Contractor shall provide a Project Manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the Project Manager is absent shall be designated in writing to the BPUB Contracting Officer. The Project Manager shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The Project Manager shall be available between 8:00 am and 4:30 pm, Monday thru Friday, except BPUB Holidays or when the BPUB facility is closed for administrative reasons.
- (b) The Project Manager should have a minimum 10 years of experience in the supervision of guard services with at least 5 years' experience in the protection of Critical Infrastructure. This position should hold and maintain either a CPP or PSP designation through ASIS.
- (c) The proposal should contain a copy of Project Manager's resume, certifications and a signed commitment letter.
- (d) Key Personnel cannot be replaced without prior notification to the BPUB Contracting Officer. The notification must be in writing and include the resume,

certifications and commitment letter from the proposed replacement. In no case can the Key Personnel position remain vacant for more than 30 days.

- (e) Security Guard Personnel - Provide copies of all security officer and guard certifications (licenses/commissions) forms from the Texas Private Security Board of the Texas Department of Public Safety.

(6) TAB 6: BACKGROUND AND EXPERIENCE -

- (a) Provide at least six (6) references with three (3) current clients and three (3) past clients.
- (b) The following information must be included for each reference: entity name, client contact information (name, title, phone and email), scope of work performed identified, and security service start and end date. BPUB reserves the right to contact references, current or former clients to validate background and experience.

(7) TAB 7: PRICE - Complete the BPUB Pricing Proposal Form by providing your best proposed prices based on BPUB Estimated Hours of Service provided and place the form behind this tab. The Pricing Proposal Form is found in Exhibit D of the RFP.

(8) TAB 8: Value Added Benefits – Describe any services or deliverables that are not required by the RFP that the respondent proposes to provide at no additional cost to BPUB. Contractors are not required to propose value-added benefits, but inclusion of such benefits may result in a more favorable evaluation.

(9) TAB 9: CERTIFICATIONS AND OTHER REQUIRED FORMS_- Complete, sign, and submit all certifications and other required forms as listed below and place behind this TAB:

- (a) Proposal Acknowledgement Form (submit this page upon receipt, can include copy in the Proposal)
- (b) Ethics Statement
- (c) Conflict of Interest Questionnaire
- (d) W9 or W8-BEN
- (e) Insurance Requirements - Evidence of policy, or ability to obtain a professional liability (E&O) policy must be submitted in order to be considered. The Contractor will be required to have a professional liability policy with a minimum limit of \$2,000,000. BPUB and its officials and employees must be added to the policy.
- (f) Certified Statement - Certified statement that the Contractor is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or Local agency. This form must be submitted in order to be considered.

7. EVALUATION PROCEDURE AND CRITERIA

- a. All proposals must be completed and convey all of the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, 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.

- b. A BPUB committee will review the proposals submitted in response to this request and will make recommendations. The BPUB committee will review all proposals in light of the following major evaluation criteria with corresponding weights:

- (1) Project Work Plan, weight, 5;
- (2) Qualifications, weight, 5;
- (3) Key Personnel, weight, 4;
- (4) Background and Experience, weight, 4, and
- (5) Price, weight, 2.

- c. Finalist Contractors may be required to conduct a presentation of their proposals to BPUB staff and/or Board of Directors. Presentations may encompass, but are not limited to, past projects and demonstration of ability to understand and design based on client needs. The BPUB Board of Directors will make the final selection of the awarded Contractor.
- d. Please be advised that cost will not be the sole determining factor in BPUB's selection of a consulting Contractor. The decision to conduct interviews or check references of, individual Contractors, all Contractors, or no Contractors is at the sole discretion of BPUB.

8. PROPOSAL INFORMATION

- a. All proposal envelopes shall contain one (1) paper original (entire document) and one (1) paper copy (entire document) and one (1) CD ROM copy (entire document). The original proposals will be opened and only the Contractor's name read aloud at the BPUB Purchasing Office located at 1155 FM 511, Olmito, Texas. All proposals will be managed by BPUB in a manner that avoids disclosure of the contents to competing Contractors and keeps the proposals confidential during any negotiations. All proposals will be open for public inspection as stated in the open records act, after the contract is awarded; however, trade secrets and confidential commercial or financial information in the proposals specifically identified by the Contractors will not be open for public inspection. Accordingly, all pages in the proposal that the Contractor considers to be proprietary and confidential should be appropriately marked.
- b. Candidates must guarantee their Original Proposal or subsequently clarified proposal for at least ninety (90) days from the Original Proposal opening date. To obtain the best and final offers, the BPUB may require written clarifications and explanations of

Contractor proposals after Original Proposal submissions when certain candidates have been selected for interviews. The BPUB will not be liable for any of the Contractor's costs or expenses incurred in preparation or presentation of the Proposal(s). The BPUB also reserves the right to conduct a pre-award survey, or to require other evidence of technical, production, managerial, financial, or other abilities prior to the award of the contract.

- c. To ensure that the award is made to the Contractor whose proposal best meets the needs of the BPUB, discussion may be conducted with the top three (3) rated Contractors at BPUB's discretion. The BPUB may require more than one meeting be held with the top three (3) rated Contractors. After the meeting(s), five (5) working days will be allowed for the Contractors to submit all requested additional information and explanations in writing, which shall be deemed a part of their final offer. The Contractor shall submit with such clarifications and explanations any revised projected schedule. The Contractors shall be treated fairly and equally with respect to any and all opportunities for discussion, clarification, and explanation of proposals.
- d. Any Contractor may be required, at the option of the BPUB, to demonstrate successful performance of similar services. The services to be demonstrated shall have similar functional and performance characteristics as those required in these specifications. The potential demonstration(s) shall occur at a mutually agreed upon time and location.
- e. The BPUB will follow Texas Local Government Code procurement procedures found at: Sections 252.021(b)(c); 252.041(b); 252.042; 252.043(h); 252.049(b).
- f. Direct any questions to Diane Solitaire, Purchasing Department, by email at dsolitaire@brownsville-pub.com. All questions must be received no later than September 23, 2024 by 3:00 PM. Copies of questions and responses will be provided to vendors who **have returned the Proposal Acknowledgement form**.

9. INSTRUCTIONS TO RFP RESPONDENTS

- a. Contractors must submit one (1) signed paper original (entire document) and one (1) paper copies (entire document) and one (1) CD ROM copy (entire document) of the proposal in a sealed package. Proposals shall be submitted to the BPUB Purchasing Office, **1155 FM 511, Olmito, Texas**, no later than **5:00PM on October 2, 2024**.
- b. Sealed envelope must be clearly labeled as follows:

Brownsville Public Utilities Board

Attention: Diane Solitaire

1155 FM 511

Olmito, TX 78575

"P073-24 Security Guard Services, October 2, 2024, 5:00PM

10. CONTRACT WITH CONTRACTOR/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.

11. CONTRACTOR REPRESENTATIVE

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

12. VENDOR ACH (DIRECT DEPOSIT) SERVICES

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

The awarded vendor must agree to receive payments via ACH (Direct Deposit).

13. TAX IDENTIFICATION NUMBER (TIN)

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

14. TAXES

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

15. SIGNING OF PROPOSAL

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

16. 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.

17. WAGE STATEMENT

In order to help assure low employee turnover and quality services, BPUB would require all Contractors to pay a minimum wage that is aligned with BPUB's pay structure, which is a minimum pay rate of at least \$13.00/hour effective upon the execution of the Contract.

BPUB requires all Contractors comply with this policy. Contractor selected shall pay all wages, salaries, and other amounts due its employees in connection with this Contract and shall be responsible for all reports and obligations, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters. Contractor shall be liable for failure to pay such taxes and hereby indemnifies and agrees to hold the BPUB harmless from and against any loss, cost, or expense incurred by the Contractor due to failure of Contractor to withhold any such taxes or to make such contributions in respect to any compensation the BPUB pays to Contractor.

18. CONTRACT AND PURCHASE ORDER

The services shall be performed in Brownsville, Texas. A personal services contract for the services will be placed into effect after evaluation and final approval by BPUB Board of Directors.

Term of the contract will be for one (1) year with the option to renew for two (2) additional one year periods, if price and services are satisfactory, agreed to in writing by both parties and approved by BPUB Board of Directors.

19. BROWNSVILLE PUB RIGHTS

- a. If only one or no proposal is received by "submission date", the BPUB has the right to reject, re-advertise, accept and/or extend the proposal by up to an additional two (2) weeks from original submission date.
- b. The right to reject any/or all proposals and to make award as they may appear to be advantageous to the Brownsville Public Utilities Board.
- c. The right to hold proposal for up to 90 days from submission date without action, and to waive all formalities in proposal.
- d. The right to extend the total proposal beyond the original 90-day period prior to an award, if agreed upon in writing by all parties (BPUB and vendor/Contractor) and if proposer/vendor holds original proposal prices Contractor.
- e. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within thirty (30) calendar days written notice; for cause: upon default by the vendor/Contractor, for delay or non-performance by the vendor/Contractor; or if it is deemed in the best interest of the BPUB for BPUB's convenience.
- f. The right to increase or decrease services. In proposal, stipulate whether an increase or decrease in services will affect proposal price.

20. CORRECTIONS

Any interpretation, correction, or change to the RFP will be made by ADDENDUM. Changes or corrections will be issued by the BPUB Purchasing Department. **Addenda will be emailed to all who have returned the Proposal Acknowledgement form.** Addenda will be issued as expeditiously as possible. It is the responsibility of the Contractors to determine whether all addenda have been received. It will be the responsibility of all respondents to contact the BPUB prior to submitting a response to the RFP to ascertain if any addenda have been

issued, and to obtain any all addenda, execute them, and return addenda with the response to the RFP. Addenda may also be posted on the BPUB website.

21. PROJECTED PROJECT TIMELINE

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

Item	Date(s)
RFP issued	September 16, 2024
Tour Facilities	September 20, 2024 at 8:30 AM
Deadline for questions	September 23, 2024 by 3:00 PM
Proposals due	October 2, 2024 by 5:00 PM
Proposals acknowledgment	October 3, 2024 at 10:00 AM
Board Consideration	December 9, 2024
Project start date	February 1, 2025

22. REFERENCE CHECKS

The BPUB will contact prospective Contractor's references by telephone and/or email.

23. RFP IS NOT A BASIS FOR OBLIGATIONS

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

24. RIGHTS TO SUBMITTED MATERIALS

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

25. BUSINESS REQUIREMENTS

Contractors shall respond to each of the items listed below. Proposal shall include for each phase, a detailed description of how the specific phase would be met, including what would be required from the BPUB to meet the specific phase. Respondents must provide a response to each one of these phases. Respondents are encouraged to recommend as part of their proposal additional options, features or measures to help the BPUB meet its objectives on a separate sheet of paper.

26. UNAUTHORIZED COMMUNICATIONS

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

Exhibit D
P073-24

Pricing Proposal Form

Security Guard Services

BPUB requires the services of Commissioned (armed) Security Guards and Onsite Security Supervisors.

Service	Qty.	Price each	Total
Base Services	12 months		
Optional Meeting Guard	600 hours		
Optional Static Guard	2184 hours		
Optional Roving Patrol	2184 hours		

Telephones (Cellular)

	Monthly Rate	# of phones	Annual Cost
Telephones (Cellular)	\$	Four (4)	\$

In order to ensure cost reasonableness and conformance with the contractual minimum wage requirements, the following additional cost data is required.

Labor Category	Direct Pay	Overhead	Profit or Fee	Total Hourly Rate
Static Guard				
Roving Guard				
Onsite Supervisor				
Other (Specify)				

Company Name: _____

Authorized Company Representative: _____

Authorized Company Representative: _____

Signature (Failure to sign proposal will disqualify it)

Company Address: _____

Telephone #: _____

Fax #: _____

Email: _____

ETHICS STATEMENT (Complete and Return this form with Proposal)

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

The vendor shall defend, indemnify, and hold harmless the Brownsville Public Utilities Board, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceeding, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, or Supplier of contractor in the execution or performance of this proposal.

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

COMPANY: _____

AGENT NAME: _____

AGENT SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

TELEPHONE: _____ TELEFAX: _____

FEDERAL ID#: _____ AND/OR SOCIAL SECURITY #: _____

DEVIATIONS FROM SPECIFICATIONS IF ANY:

NOTE: QUESTIONS AND CONCERNS FROM PROSPECTIVE CONTRACTORS SHOULD BE RAISED WITH OWNER AND ITS CONSULTANT (IF APPLICABLE) AND RESOLVED IF POSSIBLE, PRIOR TO THE PROPOSAL SUBMITTAL DATE. ANY LISTED DEVIATIONS IN A FINALLY SUBMITTED PROPOSAL MAY ALLOW THE OWNER TO REJECT A PROPOSAL AS NON-RESPONSIVE.

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

Name of Entity: _____

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

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

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

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.

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

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

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

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

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	
<input type="text"/>	<input type="text"/>
or	
Employer identification number	
<input type="text"/>	<input type="text"/>

Part II Certification

Under penalties of perjury, I certify that:

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

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

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:

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

Instead use Form:**Part I Identification of Beneficial Owner****1** Name of organization that is the beneficial owner**2** Country of incorporation or organization**3** Name of disregarded entity receiving the payment (if applicable, see instructions)**4** Chapter 3 Status (entity type) (Must check one box only):☐ Simple trust☐ Tax-exempt organization☐ Corporation☐ Complex trust☐ Partnership☐ Foreign Government - Controlled Entity☐ Central Bank of Issue☐ Private foundation☐ Estate☐ Foreign Government - Integral Part☐ Grantor trust☐ Disregarded entity☐ International organizationIf you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III. ☐ Yes ☐ No**5** Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)☐ Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).☐ Nonreporting IGA FFI. Complete Part XII.☐ Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.☐ Participating FFI.☐ International organization. Complete Part XIV.☐ Reporting Model 1 FFI.☐ Exempt retirement plans. Complete Part XV.☐ Reporting Model 2 FFI.☐ Entity wholly owned by exempt beneficial owners. Complete Part XVI.☐ Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.☐ Territory financial institution. Complete Part XVII.☐ Excepted nonfinancial group entity. Complete Part XVIII.☐ Sponsored FFI. Complete Part IV.☐ Excepted nonfinancial start-up company. Complete Part XIX.☐ Certified deemed-compliant nonregistering local bank. Complete Part V.☐ Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.☐ Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.☐ 501(c) organization. Complete Part XXI.☐ Nonprofit organization. Complete Part XXII.☐ Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.☐ Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.☐ Excepted territory NFFE. Complete Part XXIV.☐ Certified deemed-compliant limited life debt investment entity. Complete Part VIII.☐ Active NFFE. Complete Part XXV.☐ Passive NFFE. Complete Part XXVI.☐ Certain investment entities that do not maintain financial accounts. Complete Part IX.☐ Excepted inter-affiliate FFI. Complete Part XXVII.☐ Direct reporting NFFE.☐ Owner-documented FFI. Complete Part X.☐ Sponsored direct reporting NFFE. Complete Part XXVIII.☐ Restricted distributor. Complete Part XI.☐ Account that is not a financial account.**6** Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

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

Country

7 Mailing address (if different from above)

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

Country

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 59689N

Form **W-8BEN-E** (Rev. 10-2021)