



Annual Supply of Water & Wastewater Chemicals for

BPUB & SRWA

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LEGAL NOTICE

AND

INVITATION TO BID #B057-25

Sealed bids will be received by the Brownsville Public Utilities Board (BPUB)/Southmost Regional Water Authority (SRWA) of the City of Brownsville, Texas at the Brownsville PUB Purchasing Department located at 1155 FM 511, Olmito, Texas 78575 until **5:00 PM on June 4, 2025** for the Annual Supply of Water and Wastewater Chemicals for BPUB & SRWA.

Bids received after this time will not be considered.

Bids will be publicly opened and read aloud on June 5, 2025 at 11:30 AM. Bidders can request a copy of the bid tabulation by emailing mespinoza@brownsville-pub.com. Vendors can call in at 11:30 AM, June 5, 2025 to (956) 214-6020 to listen to the bid opening.

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

Please mark on the outside of the envelope and on any carrier's envelope/package: "B057-25 SEALED BID FOR THE ANNUAL SUPPLY OF WATER AND WASTEWATER CHEMICALS FOR BPUB & SRWA, JUNE 4, 2025 5:00 PM", and send to the attention of Diane Solitaire, BPUB Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

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

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

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

INSTRUCTIONS TO BIDDERS
Please submit this page upon receipt.
ACKNOWLEDGEMENT FORM

B057-25 Annual Supply of Water and Wastewater Chemicals for BPUB & SRWA

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

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

Check one:

☐ **Yes, I will be able to send a bid; obtained bid package from website.**

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

Email: _____

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

Carrier: _____

Account: _____

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

If you are unable to send your bid, kindly indicate your reason for “No bid” above and return this form **via email to** nespinoza@brownsville-pub.com. This will ensure you remain active on our vendor list.

Date: _____

Company: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Fax: _____

Email: _____

Special Instructions

Contract Information

- **Interpretation**

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

Nicole Espinoza, Purchasing Buyer or Diane Solitaire, Purchasing and Materials Manager
Phone: (956) 983-6353 (956) 983-6366

- **Tentative Time Line**

1. May 19, 2025 – June 4, 2025 - Vendors work on bid.
2. June 4, 2025 at 5:00 PM - **Vendor must submit two (2) sets of bid documents sealed in an envelope to:**

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

Bid #057-25 – Annual Supply of Water and Wastewater Chemicals for BPUB & SRWA
Due: June 4, 2025 at 5:00 PM

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

3. May 23, 2025 – Deadline for questions
4. June 5, 2025 - Open bids at 11:30 AM
5. June 5, 2025 to June 20, 2025 – Evaluate bids
6. July 26, 2025 - Provide Final Recommendations
7. July 7, 2025 - Send to SRWA Board for approval
8. July 14, 2025 – Send to BPUB Board for approval

- **Or Equal**

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

- **Pricing**

B057-25 ANNUAL SUPPLY OF WATER & WASTEWATER CHEMICALS FOR BPUB
& SRWA

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern. **Price shall remain firm for twelve (12) months after date on purchase order. Vendors can bid on individual chemicals; this is NOT an all or none bid.**

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

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

- **Vendor Representative**

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

- **Quality of Products**

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

- **Determining Factors for Award**

1. Compliance with requirements of the technical specifications of the product
2. Net Price
3. Time and conditions of delivery
4. Safety and environmental spill record will be considered when determining the responsibility of the bidder

- **Contract with Vendor/Entity Indebted to BPUB/SRWA**

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/SRWA.

- **Vendor ACH (Direct Deposit) Services**

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

- **Tax Identification Number (TIN)**

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

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

- **Taxes**

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

- **Signing of Bid**

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

- **EEOC Guidelines**

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

- **As Needed Basis**

Quantities are estimated for an annual supply. They are based on prior yearly usage. Product will be ordered “as needed” and be billed as such over a period of one (1) year. The Brownsville Public Utilities Board/Southmost Regional Water Authority have the right to increase or decrease quantities as deemed necessary.

- **Term of Contract and Purchase Order**

The product shall be delivered FOB BPUB and/or SRWA to the locations specified below. Product will be ordered “as needed” and be billed as such. A contract for the product will be placed into effect by means of a purchase order issued by the BPUB/SRWA after tabulation and final approval by the Board. The contract for each chemical shall be for a period of one (1) year after the date of the purchase order, with the option to renew annually for an additional two (2), one (1) year periods, if service and price are satisfactory, and the renewal is agreed upon in writing by both parties.

- **BPUB and SRWA Rights**

1. If only one (1) or no bid is received by "submission date", the BPUB/SRWA has the right to reject, re-bid, accept and/or extend the bid by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all bids and to make awards as they may appear to be advantageous to the BPUB/SRWA.
3. The right to hold bid for sixty (60) days from submission date without action, and to waive all formalities in bidding.
4. The right to extend the total bid beyond the original sixty (60) day period prior to an award, if agreed upon in writing by all parties (BPUB/SRWA and bidder/vendor) and if bidder/vendor holds original prices firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within thirty (30) calendar days written notice; for cause: upon default by the bidder/vendor, for delay or non-performance by the bidder/vendor; or if it is deemed in the best interest of the BPUB/SRWA for BPUB/SRWA convenience.
6. The right to increase or decrease quantities. In bid, stipulate whether an increase or decrease in quantities will affect bid price.

- **Corrections**

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

**COST SHEET
 BID #B057-25**

ITEM NUMBER	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	100,000 pounds	99.5% Anhydrous ammonia, as per attached specifications. Standard Truckload Qty: _____		
		Additional costs, if applicable (i.e., hazmat, fuel surcharge, delivery fees)		
		Name of Product Bid: _____ Delivery in Days (ARO): _____		
		Option 2: Firm Price for 2 Years		
2	180,000 pounds	19% Aqueous ammonia, as per attached specifications. Standard Truckload Qty: _____ Price per pound if truckload deviates from 35,000 to 50,000 pounds \$ _____		
		Additional costs, if applicable (i.e., hazmat, fuel surcharge, delivery fees)		
		Name of Product Bid: _____ Delivery in Days (ARO): _____		
		Option 2: Firm Price for 2 Years		

ITEM NUMBER	QTY	DESCRIPTION	UNIT PRICE	TOTAL
3	620,000 pounds	Sodium Hydroxide (Liquid Caustic Soda 50%) as per attached specifications (BPUB WP1 & WP2)		
	260,000 pounds	Sodium Hydroxide (Liquid Caustic Soda 25%) as per attached specifications (BPUB WP1 & WP2)		
	150,000 pounds	Sodium Hydroxide (liquid caustic soda 50%) as per attached specifications (SRWA)		
	250,000 Pounds	Sodium Hydroxide (liquid caustic soda 25%) as per attached specifications (SRWA)		
		Additional costs, if applicable (i.e., hazmat, fuel surcharge, delivery fees)		
		Name of Product Bid: _____ Delivery (ARO): _____		
		Option 2: Firm Price for 2 Years		
4	354 Tons	Liquid chlorine in one-ton containers as per attached specifications (BPUB)		
	96 Tons	Liquid chlorine in one-ton containers as per attached specifications (SRWA)		
		Additional costs, if applicable (i.e., hazmat, fuel surcharge, delivery fees)		
		Name of Product Bid: _____ Delivery in Days (ARO):		

ITEM NUMBER	QTY	DESCRIPTION	UNIT PRICE	TOTAL
		Option 2: Firm Price for 2 Years		
5	240,000 Pounds	Powdered activated carbon, bulk shipment, as per attached specifications		
		Additional costs, if applicable (i.e., hazmat, fuel surcharge, delivery fees)		
		Name of Product Bid: _____ Delivery in Days (ARO): _____		
		Option 2: Firm Price for 2 Years		
6	275,000 Pounds	Liquid Ammonium Sulfate as per attached specifications (SRWA)		
		Additional costs, if applicable (i.e., hazmat, fuel surcharge, delivery fees)		
		Name of Product Bid: _____ Delivery in Days (ARO): _____		
		Option 2: Firm Price for 2 Years		
7	140,000 Pounds	Sodium Bisulfite Solution as per attached specifications (SRWA)		
		Additional costs, if applicable (i.e., hazmat, fuel surcharge, delivery fees)		

ITEM NUMBER	QTY	DESCRIPTION	UNIT PRICE	TOTAL
		Name of Product Bid: _____ Delivery in Days (ARO): _____		
		Option 2: Firm Price for 2 Years		
8	22 (330-Gal Totes)	Citric Acid 50% Solution as per attached specifications (SRWA)		
		Additional costs, if applicable (i.e., hazmat, fuel surcharge, delivery fees)		
		Name of Product Bid: _____ Delivery in Days (ARO): _____		
		Option 2: Firm Price for 2 Years		
9	125,000 pounds	Low Manganese Ferric Chloride Solution as per attached specifications (SRWA)		
		Additional costs, if applicable (i.e., hazmat, fuel surcharge, delivery fees)		
		Name of Product Bid: _____ Delivery in Days (ARO): _____		
		Option 2: Firm Price for 2 Years		

ITEM NUMBER	QTY	DESCRIPTION	UNIT PRICE	TOTAL
10	2,100,000 pounds	Calcium Chloride Solution as per attached specifications (SRWA)		
		Additional costs, if applicable (i.e., hazmat, fuel surcharge, delivery fees)		
		Name of Product Bid: _____ Delivery in Days (ARO): _____		
		Option 2: Firm Price for 2 Years		
11	350,000 Pounds	Service Contract to provide Chlorine Dioxide (BPUB WP1 & WP2)		
		Name of Product Bid: _____ Delivery in Days (ARO): _____		
		Option 2: Firm Price for 2 Years		
12	90,000 Pounds	Sodium Chlorite as per attached specifications (SRWA) (Note: Chemical Only, no generators or service)		
		Name of Product Bid: _____ Delivery in Days (ARO): _____		
		Option 2: Firm Price for 2 Years		
		ADDITIONAL FEES (IF APPLICABLE)		

Note: BPUB/SRWA will select only one option from one (1) year firm pricing or Option 2 pricing, not both.

Special Instructions: For Anhydrous Ammonia

PRICE SHALL BE BY THE POUND, DELIVERED FOB TO BROWNSVILLE PUBLIC UTILITIES BOARD. PRICE SHALL REMAIN FIRM FOR TWELVE (12) MONTHS AFTER DATE OF PURCHASE ORDER. PRODUCT WILL BE ORDERED AS NEEDED AND BE BILLED AS SUCH. BPUB WILL NOT ACCEPT FULL QUANTITY SPECIFIED ABOVE AT ONE TIME.

DELIVERY SHALL BE TO TWO (2) DIFFERENT LOCATIONS IN BROWNSVILLE, TEXAS:

Water Treatment Plant #1, located at 94 W. 13th Street and Power Plant Drive, Brownsville, Texas, 78520.

Water Treatment Plant #2, located at 1455 Robinhood Drive, Brownsville, Texas, 78521.

Annual supply quantities are estimated. Brownsville PUB has the right to increase or decrease quantities as deemed necessary. In bid, stipulate whether the increase or decrease will affect bid price.

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

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

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

() Option 1: price will remain firm for one year

() Option 2: Price will remain firm for two (2) one (1) year periods

BPUB will select Option 1 or Option 2, not both.

NSF Certification letter must be enclosed with bid documents. Three (3) municipal references using this product successfully are to be included with the bid documents. The vendor must provide, with bid and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations.

Company Name: _____

Authorized Company Representative: _____
(Print Name and Title)

Authorized Company Representative: _____
Signature (Failure to sign bid will disqualify it)

Company Address: _____
City State Zip Code

Telephone #: _____ Fax #: _____

Twenty-Four Hour Telephone #: _____

Email: _____

SPECIFICATIONS FOR THE ANNUAL SUPPLY OF ANHYDROUS AMMONIA

- **Purpose**

Commercial grade, NSF approved, Anhydrous Ammonia is to be used for the treatment of potable water.

- **Product requirements**

- A. Ammonia shall be 99.5% minimum.
- B. Water content shall be .5% maximum.
- C. Ammonia shall be suitable for potable water treatment.
- D. Ammonia shall not raise toc concentration in water.
- E. Anhydrous ammonia must conform to American National Standards institute/national sanitation foundation (ANSI/NSF) standard 60 for direct additives. NSF certification letter must be enclosed with bid documents.

- **Handling/delivery/unloading**

- A. Prior to first delivery vendor shall submit a Contractor Job Safety Analysis (JSA) Form and conform to the Recommended Safe Job Procedure specified on the Contractor JSA Form.
- B. Anhydrous ammonia is to be delivered to the Water Treatment Plant #1 located at 94 W. 13th Street & Power Plant Drive and to Water Treatment Plant #2 located at 1455 Robinhood Drive.
- C. Ammonia supplier must have authorized transport and service equipment required by OSHA and the department of transportation for transporting and unloading anhydrous ammonia.
- D. Deliveries shall be made during working hours, Monday through Friday between 8:00 am and 4:00 pm unless otherwise approved by BPUB representative.
- E. Delivery shall be divided between the two water treatment plants listed above. Any particular delivery may be made to both plants or to only one plant.
- F. The maximum acceptable delivery between the two plants is 11,500 pounds or to individual plants as follows: Water Plant No.1 maximum delivery is 4,500 pounds; Water Plant No. 2 maximum delivery is 7,000 pounds.

- **Availability**

- A. During non-emergency requirement ammonia delivery must be in plant within 72 to 96 hours after call in.
- B. During emergency requirement ammonia delivery must be in-plant 48 hours after call in.
- C. Our annual requirement is estimated at 100,000 pounds.

- **General requirements**

- A. The vendor is responsible for all insurance requirements including public liability insurance in the minimum amounts prescribed by law protecting the Brownsville Public Utilities Board from any and all claims and demands which may be made against said board as a result of the vendor's delivery of anhydrous ammonia. All TCEQ, E.P.A. and Department of Health permits must be secured. Vendor must comply with other federal, state or local regulations pertinent to transporting and handling of ammonia. The vendor must provide evidence of adequate liability insurance, other insurances, permits and authorizations, along with bid and upon request at any time.

Special Instructions: For Aqueous Ammonia

PRICE SHALL BE BY THE POUND, DELIVERED FOB TO BROWNSVILLE PUBLIC UTILITIES BOARD, SILAS RAY POWER PLANT, 94 W. 13TH STREET AND POWER PLANT DRIVE, BROWNSVILLE, TEXAS. PRICE SHALL REMAIN FIRM FOR TWELVE (12) MONTHS AFTER DATE OF PURCHASE ORDER. PRODUCT WILL BE ORDERED AS NEEDED AND BE BILLED AS SUCH. BPUB WILL NOT ACCEPT FULL QUANTITY SPECIFIED ABOVE AT ONE TIME.

Annual supply quantities are estimated. Brownsville PUB has the right to increase or decrease quantities as deemed necessary. In bid, stipulate whether the increase or decrease will affect bid price.

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

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

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

() Option 1: price will remain firm for one year

() Option 2: Price will remain firm for two (2) one (1) year periods

BPUB Silas Ray Power Plant will select Option 1 or Option 2, not both.

NSF Certification letter must be enclosed with bid documents. Three (3) municipal references using this product successfully are to be included with the bid documents. The vendor must provide, with bid and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations.

Company Name: _____

Authorized Company Representative: _____
(Print Name and Title)

Authorized Company Representative: _____
Signature (Failure to sign bid will disqualify it)

Company Address: _____
City State Zip

Telephone #: _____ Fax#: _____

Twenty-Four Hour Telephone #: _____

Email: _____

SPECIFICATIONS FOR THE ANNUAL SUPPLY OF AQUEOUS AMMONIA

Purpose

Commercial grade, NSF approved, 19% Aqueous Ammonia is to be used for emissions reductions.

Product requirements:

- A. Aqueous Ammonia solution shall be composed of high purity ammonia dissolved in 81% by weight demineralized water intended for industrial use.
- B. Aqueous ammonia solution shall be free of contaminants.
- C. Aqueous ammonia solution shall contain less than 1.0 ppm chlorides (ci).
- D. Aqueous ammonia solution shall contain less than 1.0 ppm carbonate as co₂.
- E. Aqueous ammonia solution shall have specific gravity of 0.924-0.930 @ 60°F.
- F. Aqueous ammonia solution must conform to American National Standards Institute/National Sanitation Foundation (NSI/NSF) standard 60 for direct additives. NSF certification letter must be enclosed with bid documents.

Handling / delivery / unloading

- A. Aqueous Ammonia solution is to be delivered to the Silas Ray Power Plant located at 94 West 13th street, Brownsville, Texas.
- B. Aqueous ammonia supplier must have authorized transport and service equipment required by OSHA and the department of transportation for transporting and unloading aqueous ammonia.
- C. Deliveries shall be made during working hours, Monday through Friday between 8:00 am and 4:00 pm unless otherwise approved by BPUB representative.

Availability

- A. During non-emergency, the required aqueous ammonia delivery must be in plant within 48 hours after call in.
- B. During emergency, the required aqueous ammonia delivery must be in-plant 24 hours after call in.
- C. Our annual requirement is estimated at 180,000 pounds.

General requirements

- A. The vendor is responsible for all insurance requirements including public liability insurance in the minimum amounts prescribed by law protecting the Brownsville Public Utilities Board from any and all claims and demands which may be made against said board as a result of the vendor's delivery of aqueous ammonia. All TCEQ, E.P.A. and Department of Health permits must be secured. Vendor must comply with other federal, state or local regulations pertinent to transporting and handling of ammonia. The vendor must provide evidence of adequate liability insurance, other insurances, permits and authorizations, along with bid and upon request at any time.

Special Instructions: Sodium Hydroxide (Liquid Caustic Soda 50% and 25%)

PRICE SHALL BE BY THE POUND, DELIVERED TO THE BPUB/SRWA LOCATIONS, TO BE RELEASED AS NEEDED AND BE BILLED AS SUCH. BPUB/SRWA WILL NOT ACCEPT FULL QUANTITY SPECIFIED ABOVE.

Annual supply quantities are estimated. BPUB/SRWA have the right to increase or decrease quantities as deemed necessary. In bid, stipulate whether the increase or decrease will affect bid price.

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

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

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

() Option 1: price will remain firm for one year

() Option 2: Price will remain firm for two (2) one (1) year periods

BPUB/SRWA will select Option 1 or Option 2, not both.

NSF Certification letter must be enclosed with bid documents. Three (3) municipal references using this product successfully are to be included with the bid documents. The vendor must provide, with bid and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations.

Company Name:_____

Authorized Company Representative:_____ (Print)

Authorized Company Representative:_____ Signature – Failure to sign bid will disqualify it

Company Address:_____

Telephone: _____ Fax #: _____

Email: _____

Twenty-four Hour Telephone:_____

**SPECIFICATIONS FOR THE ANNUAL SUPPLY
OF SODIUM HYDROXIDE (LIQUID CAUSTIC SODA)**

PUBLIC UTILITIES BOARD, BROWNSVILLE, TEXAS

WATER TREATMENT PLANTS

Locations for Delivery and Use of Sodium Hydroxide (Liquid Caustic Soda 50%):

Water Treatment Plant No. 1, 94 West 13th Street, Brownsville, TX 78520

Water Treatment Plant No. 2, 1455 Robinhood Drive, Brownsville, TX 78521

Southmost Regional Water Authority (SRWA), 1255 FM 511, Brownsville, TX 78526

Purpose: Sodium Hydroxide is to be applied for Corrosion Control and pH Adjustment.

Product Delivery
Requirements:

Prior to first delivery vendor shall submit a Contractor Job Safety Analysis (JSA) Form and conform to the Recommended Safe Job Procedure specified on the Contractor JSA Form. Supplier shall provide for the delivery of the Sodium Hydroxide in a timely manner as specified in Item F. Delivery vehicles shall meet all OSHA and DOT Regulations and any other Federal and State Regulations that are applicable. It is required that an open purchase order agreement be established to furnish, in accordance with these specifications, all the BPUB/SRWA requirements for Bulk Liquid Sodium Hydroxide.

Quantity: The estimated amount of 25% and 50% Sodium Hydroxide required for ONE (1) YEAR is 510,000 and 770,000 pounds, respectively. Chemical will be ordered “as needed” and be billed as such. BPUB and SRWA reserve the right to increase or decrease quantities.

Minimum Bid Requirements for the Annual Supply of Sodium Hydroxide:

- A. Sodium Hydroxide, B501, shall meet NSF and ANSI Requirements for treatment of potable water and any applicable Rules and Regulations. It is the responsibility of the vendor to inform the BPUB/SRWA (within 24 hours from the time of verbal or written notification) that NSF Certification has been revoked or lapsed, loss of NSF Certification shall constitute grounds for immediate termination of the Liquid Sodium Hydroxide contract. NSF certifications must accompany bid documents.
- B. Sodium Hydroxide shall be used for corrosion control and pH adjustment.
- C. Sodium Hydroxide shall be free from odor and color.

- D. Sodium Hydroxide shall be in liquid form and one hundred (100%) miscible with water in all proportions.
- E. Product shall be free of algae, fungus, or any other Biological growth, and must not increase total organic concentration (TOC) in finished water.
- F. Successful bidder shall be able to deliver Sodium Hydroxide within three (3) working days after request and overnight in cases of emergencies.
- G. Quality control data is to be provided with each delivery. One 100 ML sample of the delivered product shall be provided by the vendor at the time of delivery upon request. In order to ensure these samples are representative of the chemicals being delivered, the samples shall be drawn from the truck prior to the chemical being off-loaded. If product does not conform to specifications, BPUB and SRWA have the option to reject the load.
- H. Product shall contain no substance in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly tested.
- I. A service representative is to be available within four (4) hours after summons for assistance when needed.
- J. The product must perform equal or better than similar products now in use, at the same or a lesser rate of dosage.
- K. Sodium Hydroxide shall be bid on a bulk rate basis only. Bids are for fifty (50%) and twenty-five (25%) Sodium Hydroxide.
- L. Prior to unloading, the vendor shall submit to the operator receiving and accepting delivery a weight certificate from a certified weigh station.
- M. The vendor shall make deliveries of Sodium Hydroxide in single-unit cargo trailers (approximately 3,800 gallons of 50% and/or 25%) to the BPUB at either Water Plant #1, Water Plant #2, or SRWA. All deliveries shall be made between 8:00 AM and 4:00 PM, Monday thru Friday and overnight in case of an emergency. Deliveries may also be requested for Saturday or Sunday.
- N. All appurtenant valves, pumps, and discharge hoses used for delivery of Sodium Hydroxide shall be cleaned and free from contaminating material. If off-loading equipment is not properly cleaned, this will constitute a reason for rejection of the load.
- O. The truck driver shall wear the appropriate personal protective equipment as required by the Occupational Safety and Health Act (OSHA), when unloading the Sodium Hydroxide.
- P. The vendor shall furnish to BPUB/SRWA a copy of the Safety Data Sheets (SDS) for the product prior to the initial delivery, and subsequent copies are required to be transmitted to

the BPUB/SRWA as soon as they are available if any changes, additions or deletions occur. Failure to comply may result in cancellation of this agreement.

- Q. The truck driver must receive site orientation before the unloading operation.
- R. The successful bidder shall remove his product and feeding equipment from the BPUB/SRWA Water Treatment plants immediately upon substantial proof that the product offered is not performing the expected results as per specifications above. The Water Treatment Manager will notify the successful bidder of unacceptable results in product performance and/or failure to meet specified requirements. The Water Treatment Manager's decision shall be final.
- S. All TCEQ, E.P.A. AND DEPARTMENT OF HEALTH permits must be secured. Contractor must comply with other Federal, State and Local Regulations pertinent to transporting and handling of the chemical. The Contractor must provide evidence of adequate liability insurance, other insurance, permits and authorizations along with bid and upon request at any time.
- T. Price shall be by the pound delivered to the BPUB & SRWA locations.

Special Instructions: For LIQUID CHLORINE

PRICE SHALL BE BY THE TON, DELIVERED FOB TO THE LOCATIONS SPECIFIED AND ALL IN BROWNSVILLE, TEXAS. PRICE SHALL REMAIN FIRM FOR TWELVE (12) MONTHS AFTER DATE OF PURCHASE ORDER. PRODUCT WILL BE ORDERED "AS NEEDED" AND BE BILLED AS SUCH. BPUB/SRWA WILL NOT ACCEPT FULL QUANTITIES SPECIFIED ABOVE AT ONE TIME.

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

Annual supply quantities are estimated. BPUB/SRWA have the right to increase or decrease quantities as deemed necessary. In bid, stipulate whether the increase or decrease will affect bid price.

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

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

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

() Option 1: price will remain firm for one year

() Option 2: Price will remain firm for two (2) one (1) year periods

BPUB / SRWA will select Option 1 or Option 2, not both.

NSF Certification letter must be enclosed with bid documents. Three (3) municipal references using this product successfully are to be included with the bid documents. The vendor must provide, with bid and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations.

Company Name: _____

Authorized Company Representative: _____
(Print Name and Title)

Authorized Company Representative: _____
Signature (Failure to sign bid will disqualify it)

Company Address: _____
Street City State Zip Code

Telephone #: _____ Fax #: _____ Email: _____

Twenty-Four Hour Telephone #: _____

SPECIFICATIONS FOR THE ANNUAL SUPPLY OF CHLORINE FOR THE BPUB/SRWA

- **Reference Specifications**

All provisions of the American Water Works Association Standard for Liquid Chlorine (AWWA B301-04, or latest edition) shall apply to this specification.

The liquid chlorine must be certified as suitable for contact with drinking water or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals—Health Effects. The evaluation must be performed by an organization accredited by the American National Standards Institute. Product specifications and proof of ANSI/NSF certification shall be enclosed with bid documents.

The supplier shall comply with all applicable U.S. Department of Transportation (DOT) regulations related to the transportation of hazardous materials, including chlorine. Applicable DOT regulations appear in Title 49 of the Code of Federal Regulations (49 CFR). All personnel involved in the transportation of hazardous materials shall comply with specific training requirements provided in 49 CFR.

- **Hazard Communication Standard**

The supplier shall provide Safety Data Sheets (SDS) on the product delivered under this contract.

- **Quantity**

The estimated amount of Chlorine required for ONE (1) YEAR is 450 tons, chemical will be ordered “as needed” and be billed as such. BPUB and SRWA reserve the right to increase or decrease quantities.

- **Delivery**

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

Liquid chlorine shall be delivered to the following locations in one-ton containers between the hours of 8:00 AM and 4:00 PM, Monday through Friday, unless otherwise approved in advance by the plant’s Chief Operator:

BPUB Water Plant #1
94 West 13th Street &
Power Plant Drive
Brownsville, TX 78520
(956) 983-6490

BPUB Water Plant #2
1455 Robinhood Drive
Brownsville, TX 78521
(956) 983-6473

Southmost Regional Water Authority
1255 FM 511
Brownsville, TX 78526
(956) 983-6689

South Wastewater Treatment Plant
2800 East University Drive
Brownsville, TX 78520
(956) 983-6557

Unloading full cylinders, placing into storage, and loading empty cylinders shall be the responsibility of the vendor. Delivery shall be within five (5) working days of receipt of order. All shipments shall be accompanied by the following:

- 1) Shipping Receipt/Manifest
- 2) Material Safety Data Sheet
- 3) Certificate of Analysis

- **Security**

Prior to delivery of chlorine to the treatment facilities, the vendor shall discuss security expectations with the BPUB/SRWA staff including Water/Wastewater Treatment Managers, Chief Operators, and the Safety Officer. The vendor shall provide such information as transportation security processes and shall include communication mechanisms (telephone, fax, etc.) and methods utilized for detecting tampering with one-ton cylinders (e.g., number seals).

At a minimum, security measures shall include the following measures:

Prior to delivery, the supplier shall notify the appropriate plant that the delivery is in route. The supplier shall provide the name of the driver making the delivery and the tractor and/or trailer number so that security or plant personnel can match the driver's photo ID and truck and/or trailer when he arrives at the plant.

- **Releases and Emergency Response**

Upon award of bid, the supplier shall submit an emergency response plan. Emergency procedures shall include a list of resources available for responding to events (e.g., internal teams, contractors, etc.), and 24-hour emergency response contact information. The supplier shall submit training records for delivery drivers and emergency response personnel upon request.

Special Instructions: For Powered Activated Carbon

PRICE SHALL BE BY THE POUND, DELIVERED FOB TO THE LOCATIONS SPECIFIED ABOVE AND ALL IN BROWNSVILLE, TEXAS. PRICE SHALL REMAIN FIRM FOR TWELVE (12) MONTHS AFTER DATE OF PURCHASE ORDER. PRODUCT WILL BE ORDERED AS NEEDED AND BE BILLED AS SUCH. BPUB WILL NOT ACCEPT FULL QUANTITY SPECIFIED ABOVE AT ONE TIME.

Annual supply quantities are estimated. BPUB has the right to increase or decrease quantities as deemed necessary. In bid, stipulate whether the increase or decrease will affect bid price.

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

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

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

() Option 1: price will remain firm for one year

() Option 2: Price will remain firm for two (2) one (1) year periods

BUB will select Option 1 or Option 2, not both.

NSF Certification letter must be enclosed with bid documents. The vendor must provide, with bid and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations.

Company Name: _____

Authorized Company Representative: _____
(Print Name and Title)

Authorized Company Representative: _____
Signature (Failure to sign bid will disqualify it)

Company Address: _____

City State Zip
Telephone #: _____ Fax #: _____

Twenty-Four Hour Telephone #: _____

Email: _____

SPECIFICATIONS FOR THE ANNUAL SUPPLY OF POWDERED ACTIVATED CARBON

- **Purpose**

Powdered activated carbon is to be used in the treatment of raw water for the removal of taste and odor to produce water for domestic, industrial and commercial uses.

- **Product Requirements**

- A. Powdered activated carbon must meet or surpass **all** AWWA B600 Standards specifically but not limited to the following:
 - 1. Must have a minimum specific surface area of 400 square meters per gram.
 - 2. Must not contain any soluble mineral or organic substance in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water and must not increase total organic concentration (TOC) in finished water.
 - 3. Moisture content shall not exceed 8% by weight.
 - 4. The fineness of the material shall be such that not less than 90% will pass a 325-mesh, as tested by the wet-screen method.
 - 5. Must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for direct additives. NSF certification required with bid documents.

- **Handling/Delivery/Unloading**

- A. Prior to first delivery vendor shall submit a Contractor Job Safety Analysis (JSA) Form and conform to the Recommended Safe Job Procedure specified on the Contractor JSA Form.
- B. Powdered activated carbon is to be delivered to Water Plant #1, located at 94 West 13th Street and Power Plant Drive and to Water Plant #2, located at 1455 Robinhood Drive. Both locations are in Brownsville, Texas.
- C. Powdered activated carbon supplier must have authorized transport and service equipment required by OSHA and the Department of Transportation for transporting and unloading activated carbon.
- D. Deliveries of powdered activated carbon shall be via Vendor-owned and operated trucks; by drivers thoroughly trained and familiar with the related hazards, safety measures and spill clean-up procedures. All spills and/or leakage, regardless of size, will be properly and immediately cleaned up by Vendor's personnel and reported to Plant Manager.

- E. Delivery of the product shall be no more than three (3) days after notification by authorized BPUB employee. All deliveries shall be made between 8:00 AM AND 4:00 PM, Monday thru Friday and overnight in case of an emergency. Deliveries may also be requested for Saturday or Sunday.
- F. Unloading will be done by tank truck equipped with a positive displacement pump and appropriate hose attachments.
- G. Upon delivery, driver must have a weight certificate prepared by a certified weigher, and a certificate of carbon analysis.

- **Shipment Quantity (As Needed Basis)**

- A. Powdered activated carbon shall be delivered in bulk truckloads of 40,000 pounds and may be divided between both water plants. The yearly requirement is approximately 240,000 pounds. Any particular delivery may be to both plants or to only one plant.

- **General Requirements**

- A. The Vendor is responsible for all insurance requirements including public liability insurance in the minimum amount prescribed by law protecting the BPUB from any and all claims and demands which may be made against said Board as a result of the Vendors delivery of powdered activated carbon. All TCEQ, E.P.A. and Department of Health permits must be secured. Vendor must comply with other Federal, State or Local regulations pertinent to transporting and handling of powdered activated carbon. The Vendor must provide evidence of adequate liability insurance, other insurances, permits and authorizations along with bid and upon request at any time.
 - B. Apparent low bidder must submit a reference sample of at least two (2) pounds and a Certificate of Guarantee prior to awarding bid. Sample must be shipped to 1155 FM 511, Olmito, Texas 78575.

- **Rejection of Shipment**

- A. BPUB reserves the right to sample the powdered activated carbon before it is unloaded. The Vendor will be required to remove and replace the material within eight (8) days of notification if the taste and odor removal, as measured by the threshold test, is less than 70% of the bid sample. The Vendor shall remove the rejected material from the premises of the purchaser at no cost to the purchaser for either the product or for the delivery and removal of the same.

Special Instructions: LIQUID AMMONIUM SULFATE FOR SRWA

PRICE SHALL BE BY THE POUND, DELIVERED TO THE SOUTHMOST REGIONAL WATER AUTHORITY (SRWA) LOCATION, 1255 FM 511, BROWNSVILLE, TEXAS 78526. PRICE SHALL REMAIN FIRM FOR TWELVE (12) MONTHS AFTER DATE OF PURCHASE ORDER. PRODUCT SHALL BE ORDERED AS NEEDED AND BE BILLED AS SUCH. BPUB/SRWA WILL NOT ACCEPT FULL QUANTITY SPECIFIED ABOVE AT ONE TIME.

Annual supply quantities are estimated. BPUB/SRWA have the right to increase or decrease quantities as deemed necessary. In bid, stipulate whether the increase or decrease will affect bid price.

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

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

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

() Option 1: price will remain firm for one year

() Option 2: Price will remain firm for two (2) one (1) year periods

BPUB / SRWA will select Option 1 or Option 2, not both.

NSF Certification letter must be enclosed with bid documents. Three (3) municipal references using this product successfully are to be included with the bid documents. The vendor must provide, with bid and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations.

Company Name: _____

Authorized Company Representative: _____
(Print Name and Title)

Authorized Company Representative: _____
Signature (Failure to sign bid will disqualify it)

Company Address: _____
Street City State Zip Code

Telephone #: _____ Fax #: _____

Twenty-Four Hour Telephone #: _____

Email: _____

**SPECIFICATIONS FOR LIQUID AMMONIUM SULFATE
FOR
SOUTHMOST REGIONAL WATER AUTHORITY (SRWA)**

- **Purpose**

Liquid Ammonium Sulfate is to be applied in conjunction with chlorine for the formation of chloramines, which is the primary potable water disinfectant.

- **Product Requirements**

- A. Liquid ammonium sulfate shall meet NSF and ANSI requirements for treatment of potable water. **Certification letter shall be provided with bid.**
- B. Liquid ammonium sulfate shall be 39%, plus or minus 1%.
- C. Liquid ammonium sulfate shall be able to react with chlorine for the formation of chloramines.
- D. Liquid ammonium sulfate shall produce a chloramine that oxidizes organics and inorganics in the plant and in the distribution system.
- E. Liquid ammonium sulfate shall be in liquid form and 100% miscible with water in all proportions.
- F. Liquid ammonium sulfate shall be free of algae, fungus or any other biological growth and shall not increase TOC concentrations in finished water.
- G. Liquid ammonium sulfate shall contain no substance in quantities capable of producing deleterious or injurious effects to the health of those consuming water that has been properly treated.
- H. The liquid ammonium sulfate must perform equal or better than similar products now in use, at the same or a lesser rate of dosage.
- I. Product offered must meet or exceed all EPA, TCEQ or other regulatory agencies requirements for the treatment of water to be used for human consumption.
- J. Chemical and physical characteristics:

Specific Gravity, g/cc	1.21- 1.23
Solubility in Water	Complete
pH:	3.0 – 6.0

- **Handling/Delivery/Unloading**

- A. Prior to first delivery vendor shall submit a Contractor Job Safety Analysis (JSA) Form and conform to the Recommended Safe Job Procedure specified on the Contractor JSA Form.
- B. Delivery vehicles shall meet all OSHA and DOT Regulations and any other Federal and State Regulations that are applicable.
- C. Quality control data is to be provided with each delivery.
- D. The Liquid Ammonium Sulfate shall be delivered to the Southmost Regional Water Authority, 1255 FM 511, Brownsville, Texas. Delivery hours are 8:00 AM to 4:00 PM.
- E. Successful bidder shall be able to deliver liquid ammonium sulfate within three (3) working days after request and shall be able to deliver product overnight in cases of emergencies.
- F. Bulk delivery shall be off loaded to bulk storage via compressed air supplied by the tractor/trailer.

- **Shipment Quantity**

- A. Estimated amount required is 275,000 pounds for one (1) year.
- B. Liquid ammonium sulfate shall be bid on a bulk rate basis at approximately 40,000 to 47,500 pounds per load.

- **General Requirements**

- A. A service representative should be available within four (4) hours after summons, to provide guidance and assistance, as needed, in the application and use of this product.
- B. The vendor is responsible for all insurance requirements including public liability insurance in the minimum amount prescribed by law protecting the BPUB and SRWA from any and all claims and demands that may be made against said Board as a result of the vendor's delivery of Liquid ammonium sulfate. BPUB/SRWA, in its sole discretion, may require at Bidder's expense certain insurance guaranteeing performance and payment of the services to be provided hereunder and may require at Bidder's expense to maintain in force certain types of insurance during the time services are being performed and to name BPUB/SRWA together with their board members and employees as additional insureds on all required insurance policies except worker's compensation. Insurance must be underwritten by companies acceptable to BPUB/SRWA and authorized to do business in the State of Texas. Insurance Certificate(s) shall provide for thirty (30) days advance notice to BPUB/SRWA of any policy cancellation. True and correct copies must be filed with BPUB/SRWA prior to the commencement of performing service hereunder.

Special Instructions: For Sodium Bisulfite

PRICE SHALL BE BY THE POUND, DELIVERED TO THE SOUTHMOST REGIONAL WATER AUTHORITY (SRWA) LOCATION, 1255 FM 511, BROWNSVILLE, TEXAS 78526. PRICE SHALL REMAIN FIRM FOR TWELVE (12) MONTHS AFTER DATE OF PURCHASE ORDER. PRODUCT SHALL BE ORDERED AS NEEDED AND BE BILLED AS SUCH. BPUB/SRWA WILL NOT ACCEPT FULL QUANTITY SPECIFIED ABOVE AT ONE TIME.

Annual supply quantities are estimated. BPUB/SRWA have the right to increase or decrease quantities. In bid, stipulate whether the increase or decrease will affect bid price.

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

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

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

() Option 1: price will remain firm for one year

() Option 2: Price will remain firm for two (2) one (1) year periods

BPUB / SRWA will select Option 1 or Option 2, not both

NSF Certification letter must be enclosed with bid documents. Three (3) municipal references using this product successfully are to be included with the bid documents. The vendor must provide, with bid and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations.

Company Name:_____

Authorized Company Representative:_____

(Print Name and Title)

Authorized Company Representative:_____

Signature (Failure to sign bid will disqualify it)

Company Address:_____

Street

City

State

Zip Code

Telephone #:_____ Fax #:_____

Twenty-Four Hour Telephone #:_____

Email:_____

SPECIFICATIONS FOR THE ANNUAL SUPPLY OF SODIUM BISULFITE SOLUTION

- **Purpose:**

Sodium Bisulfite solution is to be used to stabilize potable water and prevent corrosion.

- **Product Requirements:**

- A. Sodium Bisulfite solution shall be between the concentrations of 38% and 42%.
- B. Sodium Bisulfite solution shall meet NSF and ANSI requirements for treatment of potable water. NSF Certification letter must be enclosed with bid documents.
- C. Sodium Bisulfite solution shall be in liquid form and 100% miscible with water in all proportions.
- D. Sodium Bisulfite solution shall be free of algae, fungus or any other biological growth and shall not increase TOC concentrations in finished water.
- E. Sodium Bisulfite solution shall contain no substance in quantities capable of producing deleterious or injurious effects to the health of those consuming water that has been properly treated.
- F. Sodium Bisulfite solution must perform equal or better than similar products now in use, at the same or a lesser rate of dosage.
- G. Sodium Bisulfite solution offered must meet or exceed all EPA, TCEQ or other regulatory agencies requirements for the treatment of water to be used for human consumption.
- H. Chemical and physical characteristics:

Specific Gravity, g/cc	1.275 - 1.439
Solubility in Water	Complete
pH:	3.8 – 5.0

- **Handling/Delivery/Unloading:**

- A. Prior to first delivery vendor shall submit a Contractor Job Safety Analysis (JSA) Form and conform to the Recommended Safe Job Procedure specified on the Contractor JSA Form.
- B. Delivery vehicles shall meet all OSHA and DOT Regulations and any other Federal and State Regulations that are applicable.
- C. Quality control data is to be provided with each delivery.

- D. The Sodium Bisulfite solution is to be delivered to the SRWA, 1255 FM 511, Brownsville, Texas 78526. Delivery hours are Monday through Friday, from 8:00 AM to 4:00 PM.
- E. Successful bidder must be able to deliver sodium bisulfite solution within three (3) working days after request and must be able to deliver overnight in cases of emergencies.
- F. Offloading of product during delivery shall be performed in a safe manner and in a way that minimizes chemical spills and leaks. Totes shall be offloaded via forklift supplied by Southmost Regional Water Authority.

- **Shipment Quantity:**

- A. Estimated amount required is 140,000 pounds for one (1) year.
- B. Sodium Bisulfite solution shall be bid on a bulk rate basis at approximately 40,000 to 47,500 pounds per load.

- **General Requirements:**

- A. A service representative should be available within four (4) hours after summons, to provide guidance and assistance, as needed, in the application and use of this product.
- B. The vendor is responsible for all insurance requirements including public liability insurance in the minimum amount prescribed by law protecting the BPUB/SRWA from any and all claims and demands that may be made against said Board as a result of the vendor's delivery of calcium chloride solution. All TCEQ, EPA and Department of Health permits must be secured. Vendor must comply with other Federal, State or Local Regulations pertinent to transporting and handling of calcium chloride solution. The vendor must provide, with bid and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations.

- **Rejection of Shipment:**

- A. The vendor shall remove his product from the SRWA immediately upon substantial proof that the product offered is not performing the expected results as per specifications above. The Water Treatment Manager will notify the vendor of unacceptable results in product performance and/or failure to meet specified requirements. The Water Treatment Manager's decision shall be final. A period of two (2) weeks will be allowed for removal of product.
- C. Upon failure of the product to comply with any part of these specifications, the BPUB/SRWA have the right to reject product and will notify vendor to remove product from the SRWA premises at no cost to the BPUB/SRWA.

SPECIAL INSTRUCTIONS: For Citric Acid 50%

PRICE SHALL BE BY THE TOTE. PRODUCT SHALL BE DELIVERED TO THE SOUTHMOST REGIONAL WATER AUTHORITY (SRWA) LOCATION, 1255 FM 511, BROWNSVILLE, TEXAS 78526. PRODUCT WILL BE ORDERED "AS NEEDED" AND BE BILLED AS SUCH OVER A PERIOD OF ONE (1) YEAR. PRICE SHALL REMAIN FIRM FOR TWELVE (12) MONTHS. THE BPUB/SRWA WILL NOT ACCEPT A FULL SHIPMENT OF THE QUANTITY SPECIFIED ABOVE.

BPUB/SRWA have the right to increase or decrease quantities. In bid, stipulate whether the increase or decrease will affect bid price.

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

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

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

() Option 1: price will remain firm for one year

() Option 2: Price will remain firm for two (2) one (1) year periods

BPUB / SRWA will select Option 1 or Option 2, not both

NSF Certification letter must be enclosed with bid documents. Three (3) municipal references using this product successfully are to be included with the bid documents. The vendor must provide, with bid and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations.

Company Name: _____

Authorized Company Representative: _____
(Print Name and Title)

Authorized Company Representative: _____
SIGNATURE (Failure to sign bid will disqualify it)

Company Address: _____
Street City State Zip Code

Telephone #: _____ Fax #: _____

Twenty-Four Hour Telephone #: _____

Email: _____

SPECIFICATIONS FOR THE ANNUAL SUPPLY OF 50% CITRIC ACID SOLUTION FOR SRWA

PURPOSE:

Citric Acid 50% solution is to be used for clean in place procedures on microfiltration membranes and to neutralize wash water in the clean in place neutralization tank.

PRODUCT REQUIREMENTS:

- A. Citric Acid needs to be 50% solution.
- B. Citric Acid 50% solution shall meet NSF and ANSI requirements for treatment of potable water. NSF Certification letter must be enclosed with bid documents.
- C. Citric Acid 50% solution shall be in liquid form and 100% miscible with water in all proportions.
- D. Citric Acid 50% solution shall be free of algae, fungus or any other biological growth and shall not increase TOC concentrations in finished water.
- E. Citric Acid 50% solution shall contain no substance in quantities capable of producing deleterious or injurious effects to the health of those consuming water that has been properly treated.
- F. Citric Acid 50% solution must perform equal or better than similar products now in use, at the same or a lesser rate of dosage.
- G. Citric Acid 50% solution offered must meet or exceed all EPA, TCEQ or other regulatory agencies requirements for the treatment of water to be used for human consumption.
- H. Chemical and physical characteristics:

Specific Gravity, g/cc	1.251
Solubility in Water	Complete

HANDLING/DELIVERY/UNLOADING:

- A. Prior to first delivery vendor shall submit a Contractor Job Safety Analysis (JSA) Form and conform to the Recommended Safe Job Procedure specified on the Contractor JSA Form.
- B. Shipment of totes shall be on an "as-needed" basis, delivered in totes, containing approximately 330 gallons of 50% citric acid solution.
- C. Delivery vehicles shall meet all OSHA and DOT Regulations and any other Federal and State Regulations that are applicable.

- D. Quality control data is to be provided with each delivery.
- E. The Citric Acid 50% solution is to be delivered to the SRWA, 1255 FM 511, Brownsville, Texas 78526. Delivery hours are Monday through Friday, from 8:00 AM to 4:00 PM.
- F. Successful bidder must be able to deliver Citric Acid 50% solution within three (3) working days after request and must be able to deliver overnight in cases of emergencies.
- G. Off-loading of product during delivery shall be performed in a safe manner and in a way that minimizes chemical spills and leaks. Totes shall be offloaded via forklift supplied by Southmost Regional Water Authority (SRWA).

SHIPMENT QUANTITY:

- A. Estimated amount required is twenty-two (22), 330-gallon totes for one (1) year.
- B. Citric Acid 50% solution shall be bid on a per-tote container basis at approximately 2,750 pounds per tote container.

GENERAL REQUIREMENTS:

- A. A service representative should be available within four (4) hours after summons, to provide guidance and assistance, as needed, in the application and use of this product.
- B. The vendor is responsible for all insurance requirements including public liability insurance in the minimum amount prescribed by law protecting the BPUB/SRWA from any and all claims and demands that may be made against said Board as a result of the vendor's delivery of Citric Acid 50% solution. All TCEQ, EPA and Department of Health permits must be secured. Vendor must comply with other Federal, State or Local Regulations pertinent to transporting and handling of Citric Acid 50% solution. The vendor must provide, with bid and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations.

REJECTION OF SHIPMENT:

- 1. The vendor shall remove his product from the SRWA immediately upon substantial proof that the product offered is not performing the expected results as per specifications above. The Water Treatment Manager will notify the vendor of unacceptable results in product performance and/or failure to meet specified requirements. The Water Treatment Manager's decision shall be final. A period of two (2) weeks will be allowed for removal of product.
- 2. Upon failure of the product to comply with any part of these specifications, the BPUB/SRWA has the right to reject product and will notify vendor to remove product from the SRWA premises at no cost to the BPUB/SRWA.

Special Instructions: For Low Manganese Ferric Chloride

PRICE SHALL BE BY THE POUND, DELIVERED TO THE SOUTHMOST REGIONAL WATER AUTHORITY (SRWA) LOCATION, 1255 FM 511, BROWNSVILLE, TEXAS 78526. PRICE SHALL REMAIN FIRM FOR TWELVE (12) MONTHS AFTER DATE OF PURCHASE ORDER. PRODUCT SHALL BE ORDERED AS NEEDED AND BE BILLED AS SUCH. BPUB/SRWA WILL NOT ACCEPT FULL QUANTITY SPECIFIED ABOVE AT ONE TIME.

Annual supply quantities are estimated. BPUB/SRWA have the right to increase or decrease quantities as deemed necessary. In bid, stipulate whether the increase or decrease will affect bid price.

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

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

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

() Option 1: price will remain firm for one year

() Option 2: Price will remain firm for two (2) one (1) year periods

BPUB / SRWA will select Option 1 or Option 2, not both

NSF Certification letter and metals analysis, including manganese concentration, must be enclosed with bid documents. Three (3) municipal references using this product successfully are to be included with the bid documents. The vendor must provide, with bid and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations. Company Name:_____

Authorized Company Representative:_____ (Print Name and Title)

Authorized Company Representative:_____ Signature (Failure to sign bid will disqualify it)

Company Address:_____ Street City State Zip Code

Telephone #:_____ Fax #:_____

Twenty-Four Hour Telephone #:_____

Email:_____

SPECIFICATIONS FOR THE ANNUAL SUPPLY OF LOW MANGANESE FERRIC CHLORIDE SOLUTION

- **Purpose:**

Ferric chloride solution is to be applied as a water treatment coagulant for the microfiltration pretreatment process.

- **Product Requirements:**

- A. Ferric chloride solution shall have a manganese level of 100 mg/kg or less. Metals analysis, including manganese concentration, must be enclosed with bid documents.
- B. Ferric chloride solution shall be between the concentrations of 37% and 42%.
- C. Ferric chloride solution shall meet American Water Works Association (AWWA) Standard B407-12.
- D. Ferric chloride solution shall meet NSF and ANSI requirements for treatment of potable water. NSF Certification letter must be enclosed with bid documents.
- E. Ferric chloride solution shall be in liquid form and 100% miscible with water in all proportions.
- F. Ferric chloride solution shall be free of algae, fungus or any other biological growth and shall not increase TOC concentrations in finished water.
- G. Ferric chloride solution shall contain no substance in quantities capable of producing deleterious or injurious effects to the health of those consuming water that has been properly treated.
- H. Ferric chloride solution offered must meet or exceed all EPA, TCEQ or other regulatory agencies requirements for the treatment of water to be used for human consumption.
- I. Chemical and physical characteristics:
Specific Gravity, g/cc 1.38 - 1.49

- **Handling/Delivery/Unloading:**

- A. Prior to first delivery vendor shall submit a Contractor Job Safety Analysis (JSA) Form and conform to the Recommended Safe Job Procedure specified on the Contractor JSA Form.
- B. Delivery vehicles shall meet all OSHA and DOT Regulations and any other Federal and State Regulations that are applicable.

- C. Quality control data is to be provided with each delivery.
- D. The Ferric Chloride solution is to be delivered to the SRWA, 1255 FM 511, Brownsville, Texas 78526. Delivery hours are Monday through Friday, from 8:00 AM to 4:00 PM.
- E. Successful bidder must be able to deliver Ferric chloride solution within three (3) working days after request and must be able to deliver overnight in cases of emergencies.
- F. Offloading of product during delivery shall be performed in a safe manner and in a way that minimizes chemical spills and leaks. Bulk delivery shall be offloaded to bulk storage via compressed air supplied by the tractor/trailer. While offloading the product, drip buckets are to be placed under the hose connections at the delivery truck and the hose connection in the containment area. Product that drips into the drip bucket while offloading is not to be poured out in the containment area. If product drips into the bucket, the driver shall advise the water plant operator. Product shall be removed from hoses and hoses capped to prevent leakage.

- **Shipment Quantity (As Needed Basis):**

- A. Estimated amount required is 125,000 pounds for one (1) year.
- B. Ferric chloride solution shall be bid on a bulk rate basis at approximately 40,000 to 47,500 pounds per load.

- **General Requirements:**

- A. A service representative should be available within four (4) hours after summons, to provide guidance and assistance, as needed, in the application and use of this product.
- B. The vendor is responsible for all insurance requirements including public liability insurance in the minimum amount prescribed by law protecting the BPUB/SRWA from any and all claims and demands that may be made against said Board as a result of the vendor's delivery of ferric chloride solution. All TCEQ, EPA and Department of Health permits must be secured. Vendor must comply with other Federal, State or Local Regulations pertinent to transporting and handling of ferric chloride solution. The vendor must provide, with bid and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations.

- **Rejection of Shipment:**

- A. The vendor shall remove his product from the SRWA immediately upon substantial proof that the product offered is not performing the expected results as per specifications above. The Water Treatment Manager will notify the vendor of unacceptable results in product performance and/or failure to meet specified requirements. The Water Treatment Manager's decision shall be final. A period of two (2) weeks will be allowed for removal of product.
- B. Upon failure of the product to comply with any part of these specifications, the B PUB/SRWA has the right to reject product and will notify vendor to remove product from the SRWA premises at no cost to the BPUB/SRWA.

Special Instructions: for Calcium Chloride Solution

PRICE SHALL BE BY THE POUND, DELIVERED TO THE SOUTHMOST REGIONAL WATER AUTHORITY (SRWA) LOCATION, 1255 FM 511, BROWNSVILLE, TEXAS 78526. PRODUCT TO BE ORDERED "AS NEEDED" AND BE BILLED AS SUCH. BPUB/SRWA WILL NOT ACCEPT FULL QUANTITY SPECIFIED ABOVE.

Annual supply quantities are estimated. BPUB/SRWA have the right to increase or decrease quantities as deemed necessary. In bid, stipulate whether the increase or decrease will affect bid price.

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

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

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

() Option 1: price will remain firm for one year

() Option 2: Price will remain firm for two (2) one (1) year periods

BPUB / SRWA will select Option 1 or Option 2, not both

NSF Certification letter must be enclosed with bid documents. Three (3) municipal references using this product successfully are to be included with the bid documents. The vendor must provide, with bid and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations.

NAME OF PRODUCT (if different from above): _____

Company Name:_____

Authorized Company Representative:_____

(Print Name and Title)

Authorized Company Representative:_____

Signature (Failure to sign bid will disqualify it)

Company Address:_____

Street

City

State

Zip Code

Telephone #:_____ Fax #:_____ Email: _____

Twenty-Four Hour Telephone #:_____

SPECIFICATIONS FOR THE ANNUAL SUPPLY OF CALCIUM CHLORIDE SOLUTION FOR SRWA

PURPOSE:

Calcium Chloride solution is to be used to stabilize potable water and prevent corrosion.

PRODUCT REQUIREMENTS:

- A. Calcium chloride solution shall be between the concentrations of 37.5% and 38.4%.
- B. Calcium chloride solution shall meet NSF and ANSI requirements for treatment of potable water. NSF Certification letter must be enclosed with bid documents.
- C. Calcium chloride solution shall be in liquid form and 100% miscible with water in all proportions.
- D. Calcium chloride solution shall be free of algae, fungus or any other biological growth and shall not increase TOC concentrations in finished water.
- E. Calcium chloride solution shall contain no substance in quantities capable of producing deleterious or injurious effects to the health of those consuming water that has been properly treated.
- F. Calcium chloride solution must perform equal or better than similar products now in use, at the same or a lesser rate of dosage.
- G. Calcium chloride solution offered must meet or exceed all EPA, TCEQ or other regulatory agencies requirements for the treatment of water to be used for human consumption.
- H. Chemical and physical characteristics:

Specific Gravity, g/cc	1.275 - 1.439
Solubility in Water	Complete
pH:	6.5 – 8.5

HANDLING/DELIVERY/UNLOADING:

- A. Delivery vehicles shall meet all OSHA and DOT Regulations and any other Federal and State Regulations that are applicable.
- B. Quality control data is to be provided with each delivery.
- C. The Calcium chloride solution is to be delivered to the SRWA, 1255 FM 511, Brownsville, Texas 78526. Delivery hours are Monday through Friday, from 8:00 AM to 4:00 PM.

- D. Successful bidder must be able to deliver calcium chloride solution within three (3) working days after request and must be able to deliver overnight in cases of emergencies.
- E. Offloading of product during delivery shall be performed in a safe manner and in a way that minimizes chemical spills and leaks. Bulk delivery shall be offloaded to bulk storage via compressed air supplied by the tractor/trailer. While offloading the product, drip buckets are to be placed under the hose connections at the delivery truck and the hose connection in the containment area. Product that drips into the drip bucket while offloading is not to be poured out in the containment area. If product drips into the bucket, the driver shall advise the water plant operator. Product shall be removed from hoses and hoses capped to prevent leakage.

SHIPMENT QUANTITY:

- A. Estimated amount required is 2,100,000 pounds for one (1) year.
- B. Calcium chloride solution shall be bid on a bulk rate basis at approximately 40,000 to 47,500 pounds per load.

GENERAL REQUIREMENTS:

- A. A service representative should be available within four (4) hours after summons, to provide guidance and assistance, as needed, in the application and use of this product.
- B. The vendor is responsible for all insurance requirements including public liability insurance in the minimum amount prescribed by law protecting the BPUB/SRWA from any and all claims and demands that may be made against said Board as a result of the vendor's delivery of calcium chloride solution. All TCEQ, EPA and Department of Health permits must be secured. Vendor must comply with other Federal, State or Local Regulations pertinent to transporting and handling of calcium chloride solution. The vendor must provide, with bid and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations.

REJECTION OF SHIPMENT:

- A. The vendor shall remove his product from the SRWA immediately upon substantial proof that the product offered is not performing the expected results as per specifications above. The Water Treatment Manager will notify the vendor of unacceptable results in product performance and/or failure to meet specified requirements. The Water Treatment Manager's decision shall be final. A period of two (2) weeks will be allowed for removal of product.
- B. Upon failure of the product to comply with any part of these specifications, the B PUB/SRWA has the right to reject product and will notify vendor to remove product from the SRWA premises at no cost to the BPUB/SRWA.

Special Instructions: for Chlorine Dioxide (Water Plants 1 and 2)

PRICE SHALL BE BY THE POUND, DELIVERED FOB TO THE LOCATIONS SPECIFIED ABOVE AND ALL IN BROWNSVILLE, TEXAS. PRICE SHALL REMAIN FIRM FOR TWELVE (12) MONTHS AFTER DATE OF PURCHASE ORDER. PRODUCT WILL BE ORDERED AS NEEDED AND BE BILLED AS SUCH. BPUB WILL NOT ACCEPT FULL QUANTITY SPECIFIED ABOVE AT ONE TIME.

Annual supply quantities are estimated. BPUB has the right to increase or decrease quantities as deemed necessary. In bid, stipulate whether the increase or decrease will affect bid price.

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

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

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

() Option 1: price will remain firm for one year

() Option 2: Price will remain firm for two (2) one (1) year periods

BPUB will select Option 1 or Option 2, not both

NSF Certification letter must be enclosed with bid documents. Three (3) municipal references using this product successfully are to be included with the bid documents. The vendor must provide, with bid and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations.

NAME OF PRODUCT (if different from above): _____

Company Name: _____

Authorized Company Representative: _____
(Print Name and Title)

Authorized Company Representative: _____
Signature (Failure to sign bid will disqualify it)

Company Address: _____
Street City State Zip Code

Telephone #: _____ Fax #: _____ Email: _____

Twenty-Four Hour Telephone #: _____

SPECIFICATIONS FOR THE ANNUAL SERVICE CONTRACT TO PROVIDE CHLORINE DIOXIDE

- **Purpose**

The Public Utilities Board of the City of Brownsville is accepting bids for a service contract to provide Chlorine Dioxide, generated on-site, as a pre-oxidant, trihalomethane control measure, and reduction of manganese to acceptable levels. The application is drinking water from a surface water supply.

The BPUB presently operates two surface water purification plants and one ground water reverse osmosis plant. Plant No. 1 has an average flow of 7.8 MGD and varies from 3.9 MGD to 20.0 MGD; Plant No. 2 has an average flow of 7.4 MGD and varies from 2.4 MGD to 20.0 MGD. The Chlorine Dioxide dosage rate must be variable from 0.25 mg/l to 1.5 mg/l (ppm) at the above flow rates without loss of generator efficiency.

The service contract offered must be currently implemented and operating in at least three (3) other municipal potable water systems for at least one (1) year. Bidder shall supply, with bid documents, a list of such systems including names, email addresses and telephone numbers of the facility representatives wherein they are currently providing this type of service.

The system offered must be CURRENTLY accepted by all applicable regulatory agencies. Attach with bid documents the regulatory agency's acceptance form of system offered.

- **System/Product Requirements**

1. The successful bidder shall supply four systems for generating CHLORINE DIOXIDE as an aqueous solution from the reaction of SODIUM CHLORITE and CHLORINE GAS. The system will be capable of delivering the required amount of CHLORINE DIOXIDE at each feed point on a continuous basis, 24 hours a day. Two (2) units of equal size will be used at each water plant with one unit serving as the primary system and the other unit serving as backup. The primary units must be new (less than 5 years old), in first class condition, including containers suitable for shipment and storage. The redundant backup unit is not required to be new; however, it must be in good working condition. If the backup system is used and not producing acceptable chlorine dioxide, vendor shall be allowed ten (10) days to remedy the situation and/or replace any equipment as directed by the Water Treatment Manager. The BPUB's decision shall be final.

1a. Chlorine Dioxide systems will have an emergency shut down device to stop Chlorine Dioxide generation process as well as an emergency purge cycle to evacuate all Chlorine Dioxide from generation equipment and associated piping.

1b. The systems will contain a switch device to alarm plant operations of a loss of chlorine. Said switch device shall be interlocked to the shutdown pre-cursor chemical system.

1c. The systems will contain a notification device and a means to alarm plant operations of a loss of motive water to the unit. Said alarm switch to be interlocked to shut off chlorine gas and injection system.

2. The system shall be properly sized and designed specifically for the intended application as set out above. The system shall be equipped with a flow-measuring device to assist in maintaining system efficiency and to prevent waste of plant water.
3. The reaction product purity shall not be less than 95% Chlorine Dioxide.
4. The successful bidder's SODIUM CHLORITE solution must be approved and registered with the ENVIRONMENTAL PROTECTION AGENCY (E.P.A.) and NSF/ANSI for use in potable water systems. The Solution shall conform to AWWA Standard B303-18:

Active Ingredient:	25% (+/- 1.0% by wt.) Sodium Chlorite
Inert Ingredient:	75% (+/- 1.0% by wt.) Water
Appearance:	Pale yellow slightly hazy liquid
Shelf Life:	One (1) year minimum
Biological Growth:	None
Total Organic Carbon (TOC):	Shall not increase TOC concentration in finished water

- **Installation, Start Up and Training**

1. Prior to installation of the system, vendor will deliver a complete and detailed installation and operations manual, including illustrations, drawings, manufacturer safety data sheets and other hazardous warning information.
2. Vendor shall provide all necessary labor and materials for a complete installation. Workmen skilled and experienced in the necessary crafts will perform all work.
3. The BPUB will provide electricity, plant water at system pressure, and Chlorine Gas only.
4. Successful bidder shall supply and install all equipment and material except those set out in Item Three (3) immediately above. The equipment and materials shall be suitable for the application, and shall comply with all Federal, State, and Local codes, laws, and ordinances.
5. Startup and initial training will be provided by the vendor at no additional charge, and will include training operating personnel in the following areas:

- a. Checking the equipment installation.
- b. Physical properties of Chlorine Dioxide, Chlorine, Chlorite, Chlorate, and/or any other chemicals used in the system.
- c. Chemistry/methods of Chlorine Dioxide generation.
- d. How to optimize generator performance.
- e. Maintenance procedures.
- f. Safety considerations in operations and chemical handling.
- g. Sampling procedure for Chlorine Dioxide determination.
- h. Analytical procedures for measuring yields and residuals.

- **Rejection of Shipment:**

- A. The vendor shall remove his product from the BPUB immediately upon substantial proof that the product offered is not performing the expected results as per specifications above. The Water Treatment Manager will notify the vendor of unacceptable results in product performance and/or failure to meet specified requirements. The Water Treatment Manager's decision shall be final. A period of two (2) weeks will be allowed for removal of product.
- B. Upon failure of the product to comply with any part of these specifications, the BPUB has the right to reject product and will notify vendor to remove product from the premises at no cost to the BPUB.

- **General Requirements**

- 1. Unit price per pound bid shall remain firm for a period of 12 months from date of purchase order. The term of the contract will be for one (1) year from the date of purchase order, with the option to renew for up to two (2) one-year periods (year-to-year basis) if agreed to in writing by both parties. This contract shall not be self-renewing and shall be subject to being re-bid annually at the discretion of the BPUB of the City of Brownsville.
- 2. In the event the Chlorine Dioxide system is no longer required or desired by the BPUB or a different vendor is successful in the annual request for service contract to provide chlorine dioxide, vendor will be given thirty (30) days' notice, and shall remove the system at vendor's expense, with no further obligation on the part of the BPUB. The BPUB's decision on performance shall be final.
- 3. Vendor shall provide a written emergency response plan that includes, but is not

limited to, emergency contacts: Name, Title, and 24-hour telephone numbers, specific actions, public information procedures, health care, and emergency response time.

- **Delivery Requirements**

1. Estimated amount required is 350,000 pounds for one (1) year.
2. A certificate of analysis shall be provided upon request for each truckload of sodium chlorite solution used to produce Chlorine Dioxide delivered to the BPUB.
3. Deliveries of Sodium Chlorite used to produce Chlorine Dioxide shall be by vendor's operated trucks, by drivers thoroughly trained and familiar with the related hazards, safety measures, and spill cleanup procedures. Vendor shall provide driver certification upon request. All spills and/or leakage, regardless of size, will be properly and immediately cleaned up by vendor's personnel and reported to plant manager.
4. Delivery of the product shall be no more than three (3) days after notification by authorized BPUB's personnel. Deliveries must be Monday through Friday between 8:00 AM and 4:00 PM unless otherwise specified by BPUB representative. Emergency deliveries must be made within 24 hours after notification.

- **Maintenance of Chlorine Dioxide Solution System**

1. The successful bidder shall have and maintain a service representative throughout the life of this service contract. The service representative shall respond quickly and effectively to any emergency situation within four (4) hours after being summoned.
2. Vendor shall provide all necessary labor and materials to maintain the system at peak operating efficiency and safety. The vendor shall maintain a complete inventory of spare parts in local stock. A trained technician familiar and experienced with the vendor's equipment will perform all maintenance. Said technician(s) will be available 24 hours a day, seven (7) days a week, and will respond within four (4) hours on any emergency call out. He/She shall bring any and all necessary replacement parts and tools with him/her on the first (1) response. Vendor shall absorb all repair costs.
3. Vendor shall perform routine inspections and preventive maintenance on the system as required, but not to exceed intervals of thirty (30) days between such inspections and preventive maintenance. During each inspection, vendor's technician will:
 - a. Inspect the entire Chlorine Dioxide system for leaks and malfunctions.
 - b. Analyze the generator output for percentage of Chlorine Dioxide in the product stream, free chlorine, chlorite, and chlorate.
 - c. Review plant control records to ensure maximum generator efficiency is

being maintained.

- d. Provide initial or additional training for plant operators and lab technicians as required to maintain proficiency of all involved personnel.
 - e. Complete and submit a field service report form as a written record of service provided and as a formal request for any changes that may be necessary.
- 4. Vendor shall absorb the costs of the inspection and preventive maintenance program set out above and provide the BPUB with a monthly report identifying the inspection and preventive maintenance performed.
 - 5. Vendor shall supply (upon request) the documented qualifications of the individual(s) providing the service to the BPUB. The service individual(s) shall possess a college degree in a technical discipline and one (1) year of field experience or provide documented three (3) years of experience working with Chlorine Dioxide.

Special Instructions: for Sodium Chlorite (SRWA).

PRICE SHALL BE BY THE POUND, DELIVERED FOB TO THE LOCATION SPECIFIED ABOVE IN BROWNSVILLE, TEXAS. PRICE SHALL REMAIN FIRM FOR TWELVE (12) MONTHS AFTER DATE OF PURCHASE ORDER. PRODUCT WILL BE ORDERED "AS NEEDED" AND BE BILLED AS SUCH. BPUB WILL NOT ACCEPT FULL QUANTITY SPECIFIED ABOVE AT ONE TIME.

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

Annual supply quantities are estimated. BPUB/SRWA have the right to increase or decrease quantities as deemed necessary. In bid, stipulate whether the increase or decrease will affect bid price.

☐ Yes, an increase or decrease in quantity will affect bid price above.

☐ No, an increase or decrease in quantity will not affect bid price above.

☐ Option 1: price will remain firm for one year

☐ Option 2: Price will remain firm for two (2) one (1) year periods

BPUB/SRWA will select Option 1 or Option 2, not both

NSF Certification letter must be enclosed with bid documents. The vendor must provide, with bid and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations.

Company Name: _____

Authorized Company Representative: _____
(Print Name and Title)

Authorized Company Representative: _____
Signature (Failure to sign bid will disqualify it)

Company Address: _____
City State Zip

Telephone #: _____ Fax #: _____

Email: _____

SPECIFICATIONS FOR THE ANNUAL SUPPLY OF SODIUM CHLORITE

- **Purpose**

The BPUB/SRWA are accepting bids for sodium chlorite as a pre-oxidant, and for the reduction of manganese, iron, and arsenic to acceptable levels.

The application is public drinking water from ground water supply (SRWA). The BPUB presently operates the SRWA, a ground water reverse osmosis plant with an average treated water flow of 7 million gallons per day (MGD), and raw water flows vary from 1 MGD to 12 MGD. The Chlorine Dioxide dosage rate varies from 0.25 mg/l to 1.5 mg/l (ppm) at the above flow rates.

Bidder shall supply, with bid documents, a list of three (3) public drinking water systems including names, email addresses, and telephone numbers of the facility representatives wherein they are currently supplying sodium chlorite solution for on-site chlorine dioxide generation.

- **Product Requirements**

1. The reaction product purity shall not be less than 95% Chlorine Dioxide.
2. The successful bidder's SODIUM CHLORITE solution must be approved and registered with the ENVIRONMENTAL PROTECTION AGENCY (EPA) and NSF/ANSI for use in potable water systems. The Solution shall conform to AWWA Standard B303-10:

Active Ingredient:	25% (+/- 1.0% by wt.) Sodium Chlorite
Inert Ingredient:	75% (+/- 1.0% by wt.) Water
Appearance:	Pale yellow slightly cloudy liquid
Shelf Life:	One (1) year minimum
Biological Growth:	None
Total Organic Carbon (TOC):	Shall not increase TOC concentration in finished water

- **Training**

1. Initial training will be provided by the vendor at no additional charge, and will include training operating personnel in the following areas:
 - a. Physical properties of Chlorine Dioxide, Chlorine, Chlorite, Chlorate, and/or any other chemicals used in the system.
 - b. Chemistry/methods of Chlorine Dioxide generation.
 - c. Safety considerations in operations and chemical handling.
 - d. Sampling procedure for Chlorine Dioxide determination.

- e. Analytical procedures for measuring yields and residuals.

- **General Requirements**

1. Unit price per pound bid shall remain firm for a period of 12 months from date of purchase order. The term of the contract will be for one (1) year from the date of purchase order, with the option to renew for up to two (2) one-year periods (year-to-year basis) if agreed to in writing by both parties. This contract shall not be self-renewing and shall be subject to being re-bid annually at the discretion of the BPUB/SRWA of the City of Brownsville.
2. Vendor shall provide a written emergency response plan that includes, but is not limited to, emergency contacts: Name, Title, and 24-hour telephone numbers, specific actions, public information procedures, health care, and emergency response time.

- **Delivery Requirements**

1. For a period of one (1) year the approximate amount of Sodium Chlorite used to produce Chlorine Dioxide will be 90,000 pounds.
2. A certificate of analysis shall be provided upon request for each truckload of sodium chlorite solution used to produce Chlorine Dioxide delivered to the BPUB/SRWA.
3. Deliveries of Sodium Chlorite used to produce Chlorine Dioxide shall be by vendor's operated trucks, by drivers thoroughly trained and familiar with the related hazards, safety measures, and spill cleanup procedures. Vendor shall provide driver certification upon request. All spills and/or leakage, regardless of size, will be properly and immediately cleaned up by vendor's personnel and reported to plant manager.
4. Delivery of the product shall be no more than three (3) days after notification by authorized BPUB/SRWA personnel. Deliveries must be Monday through Friday between 8:00 AM and 4:00 PM unless otherwise specified by BPUB representative. Emergency deliveries must be made within 24 hours after notification.
5. The maximum acceptable delivery for SRWA is 3,000 gallons per delivery.

REJECTION OF SHIPMENT:

- A. The vendor shall remove his product from the SRWA immediately upon substantial proof that the product offered is not performing the expected results as per specifications above. The Water Treatment Manager will notify the vendor of unacceptable results in product performance and/or failure to meet specified requirements. The Water Treatment Manager's decision shall be final. A period of two (2) weeks will be allowed for removal of product.
- B. Upon failure of the product to comply with any part of these specifications, the BPUB/SRWA have the right to reject product and will notify vendor to remove product from the SRWA premises at no cost to the BPUB/SRWA.

- **Insurance Requirements**

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

Bidder shall carry insurance in the following amounts:

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

All insurance in the above amounts shall name both Bidder and BPUB/SRWA as insured.

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

REQUIRED FORMS CHECKLIST

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

NAME	FORM DESCRIPTION	SUBMITTED WITH BID	
		YES	NO
Legal Notice	Acknowledgement Form	<input type="checkbox"/>	<input type="checkbox"/>
	Debarment Certification	<input type="checkbox"/>	<input type="checkbox"/>
	Ethics Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Conflict of Interest Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Direct Deposit Form (will be provided to the awarded vendor)	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification Form	<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions	Bid Schedule/Cost sheet completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
	Cashier Check or Bid Bond of 5% of Total Amount of Bid (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	OSHA 300 Log (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Contractor Pre-Bid Disclosure completed, signed and notarized (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	Sub-Contractor Pre-Bid Disclosure completed, signed, and notarized (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
References	Complete the Previous Customer Reference Worksheet for each reference provided	<input type="checkbox"/>	<input type="checkbox"/>
Addenda			

ETHICS STATEMENT (Complete and Return with bid)

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

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

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

COMPANY: _____
AGENT NAME: _____
AGENT SIGNATURE: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP CODE: _____
TELEPHONE: _____ TELEFAX: _____
FEDERAL ID#: _____ AND/OR SOCIAL SECURITY #: _____

DEVIATIONS FROM SPECIFICATIONS IF ANY:

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

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

Name of Entity: _____

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

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

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

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

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

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

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ 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.

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?

☐ Yes ☐ No

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?

☐ Yes ☐ No

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 ☐ 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.

CERTIFICATE OF INTERESTED PARTIES-FORM 1295

Special message: Please read the Special Notification regarding HB 1295 effective January 1, 2016, implemented by the Texas Ethics Commission, which requires business entities to provide a completed Form 1295 to Brownsville PUB with signed contracts in order to execute them.

In 2015, the Texas Legislature adopted House Bill 1295. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

To implement the law, the Texas Ethics Commission (TEC) adopted new rules necessary to prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form, Form 1295, on October 5, 2015. The commission also adopted new rules as part of Chapter 46 of the Texas Administrative Code on November 30, 2015.

On January 1, 2016, TEC made a new filing application available on their website for business entities to use to both create and file Form 1295. Business entities will enter the required information on Form 1295 within the application and print a copy of the completed form, which will include a certification of filing with a unique certification number. An authorized agent of the business entity will need to sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be included with the signed contract to the governmental body or state agency in order for the governmental body to execute the contract.

Brownsville PUB will then notify the commission, using TEC's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract.

TEC will then post the business entity's completed Form 1295 to its website within seven (7) business days after receiving notice from Brownsville PUB acknowledging that it was received.

To obtain additional information on HB 1295, to learn more about TEC's process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following link: https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm

NOTE: IF AWARDED THIS CONTRACT, FORM 1295 WILL BE SUBMITTED AT THE TIME THE SIGNED CONTRACT IS SUBMITTED TO BPUB. ____YES____NO

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

BROWNSVILLE PUBLIC UTILITIES BOARD
RESIDENCE CERTIFICATION

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

Section 1. (a)

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

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

Section 1. (b)

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

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

Signature: _____

Print Name: _____

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

(City and State)

Signature: _____

Print Name: _____

Organization Name
State Law Verifications

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

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

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

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared

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

NOTARY SEAL _____

NOTARY SIGNATURE _____

Date

Organization Name
House Bill 89 Verification

I, _____ (Person name), the undersigned representative of
(Company or Business name) _____
_____ (hereafter referred to as
company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the
undersigned notary, do hereby depose and verify under oath that the company named- above, under
the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract providing that:
 - (1) "company" does not include a sole proprietorship; and
 - (2) the law applies only to a contract that:
 - (a) is between a governmental entity and a company with 10 or more full-time employees; and
 - (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds or the governmental entity

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DATE SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared

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

NOTARY SEAL _____

NOTARY SIGNATURE _____
Date

Previous Customer Reference Worksheet

Name of Customer:		Customer Contact:
Customer Address:		Customer Phone Number:
		Customer Email:

Name of Company Performing Referenced Work:

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

[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:

- 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
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General Instructions

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

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

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): <table border="0"><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></td><td></td><td><input type="checkbox"/> International organization</td><td></td></tr></table> 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		<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															
5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.) <table border="0"><tr><td><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><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. 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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 border="1"><tr><td>City or town, state or province. Include postal code where appropriate.</td><td>Country</td></tr></table>		City or town, state or province. Include postal code where appropriate.	Country														
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7 Mailing address (if different from above) <table border="1"><tr><td>City or town, state or province. Include postal code where appropriate.</td><td>Country</td></tr></table>		City or town, state or province. Include postal code where appropriate.	Country														
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For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 59689N

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