

**LEGAL NOTICE**

**AND**

**REQUEST FOR PROPOSALS  
P#076-25**

Sealed proposals will be received by the Brownsville Public Utilities Board 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 July 30, 2025** for Geotextile Dewatering Bags, Drainage Medium & Impervious Membrane.

**Proposals received after this time will not be considered.**

Proposals will be publicly opened and acknowledged on July 31, 2025 at 11:00 AM. Firms are invited to attend the opening via conference call at (956) 214-6020.

Detailed specifications may be obtained from the BPUB website at [https://www.brownsville-pub.com/rfp\\_status/open/](https://www.brownsville-pub.com/rfp_status/open/).

**Please mark on the outside of the envelope and on any carrier's envelope/package:**  
**"P076-25 SEALED PROPOSAL FOR GEOTEXTILE DEWATERING BAGS, DRAINAGE MEDIUM & IMPERVIOUS MEMBRANE, JULY 30, 2025, 5:00 PM"**, and send to the attention of Diane Solitaire, BPUB Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

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

The Brownsville PUB reserves the right to reject any or all proposals and to waive irregularities contained therein and to accept any proposal deemed most advantageous to the Brownsville PUB.

BY: ***Diane Solitaire***  
Purchasing and Materials Manager  
(956) 983-6366

**INSTRUCTIONS TO PROPOSERS**  
**Please submit this page upon receipt.**  
**ACKNOWLEDGEMENT FORM**

P#076-25 GEOTEXTILE DEWATERING BAGS, DRAINAGE MEDIUM &  
IMPERVIOUS MEMBRANE

For any clarifications, please contact Diane Solitaire at the Brownsville Public Utilities Board, Purchasing Department at (956) 983-6366 or via e-mail at [dsolitaire@brownsville-pub.com](mailto:dsolitaire@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 proposal package mailed, please provide a method of shipment with account number in the space designated below.

Check one:

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

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

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

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

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

If you are unable to send your proposal, kindly indicate your reason for “No response” above and return this form **via email to [dsolitaire@brownsville-pub.com](mailto:dsolitaire@brownsville-pub.com)**. This will ensure you remain active on our vendor list.

Date: \_\_\_\_\_

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

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

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

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

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

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

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

## PROPOSAL INFORMATION

### 1.1 NOTICE TO VENDORS

Sealed proposals for the Geotextile Dewatering Bags, Drainage Medium & Impervious Membrane will be received by the Purchasing Department of the Brownsville PUB, 1155 FM 511, Olmito, Texas 78575 **until 5:00 PM on July 30, 2025. Any proposals received after closing time will be rejected.** Proposals will be publicly opened and acknowledged on July 31, 2025 at 11:00 AM. Firms are invited to attend the opening via conference call at (956) 214-6020. Detailed specifications may be obtained from the BPUB website at [https://www.brownsville-pub.com/rfp\\_status/open/](https://www.brownsville-pub.com/rfp_status/open/). BPUB reserves the right to accept any proposal, to reject any or all proposals, or to waive any defects in any proposal.

#### 1.1.1 DESCRIPTION

The Brownsville Public Utilities Board (BPUB) Resaca Maintenance Department performs dredging and dewatering operations. A mechanical dewatering system was used as part of the resaca dredging operation that began in 2013 and continued to 2025. The majority of the existing dewatering equipment, outside of a few components, has now reached its useful life, is corroded, pitting, inefficient and unusable.

BPUB successfully piloted the use of geotextile dewatering bags with the use of current dredging equipment. Bags of various sizes were tested with material (i.e., sediment/slurry) dredged from a raw water reservoir. The dewatering bags are to be used to collect and dewater sediment/slurry that has accumulated in a raw water reservoir.

The raw water source for the reservoirs is the Rio Grande River. Raw water is diverted from the river to two surface water impoundments (reservoirs). The detention time in the reservoirs averages four (4) to six (6) days prior to being diverted to the water plants and resacas as needed. During 2024, the raw water alkalinity averaged 131 mg/L and had a maximum concentration of 141 mg/L. The reservoir sediments generally can be considered very soft, saturated in consistency and moderately to highly plastic in nature. They are generally comprised mainly of silt/clay particles and their in-situ characteristics resemble those typical of recent deposits in low flow environments. The sediment in the areas currently dredged consist of Dark Gray Fat Clay and are considered moderately to highly plastic. Liquid limits ranging from 52% to 97%. These soils contain approximately 90 to 99% clay/silt size particles as indicated by minus #200 sieve tests. Anticipate dredging and dewatering approximately 100,000 cubic yards of in-situ material (i.e., sediment, debris) from BPUB's Reservoir 1.

BPUB is seeking quotes on Geotextile Dewatering Bags, a Drainage Medium (i.e., fabric, liner), and an Impervious Membrane. The impervious membrane will be the first layer placed on a prepared ground surface to underline both the drainage medium, followed by the dewatering bags.

## 1.2 INSTRUCTIONS TO VENDORS

All proposal envelopes shall contain one (1) signed original and one (1) hard copy and **sealed envelope shall be clearly marked on the outside of the envelope and on any carrier's envelope/package: "P076-25, SEALED PROPOSAL FOR GEOTEXTILE DEWATERING BAGS, DRAINAGE MEDIUM & IMPERVIOUS MEMBRANE, JULY 30, 2025, 5:00 PM."** All proposals will be managed by Brownsville PUB in a manner that avoids disclosure of the contents to competing vendors and keeps the proposals confidential during any negotiations. All proposals will be open for public inspection as stated in the Texas Public Information Act, after the contract is awarded; however, trade secrets and confidential commercial or financial information in the proposals specifically identified by the Vendor will not be open for public inspection. Accordingly, **all pages in the proposal that the Vendor considers to be proprietary and confidential should be appropriately marked.**

### 1.2.1 PREPARATION AND SUBMITTAL OF PROPOSAL

Submit one (1) original and one (1) hard copy of the proposal using the hard copy forms included in the RFP.

#### **THE PROPOSAL MUST INCLUDE AND SHOULD BE ORDERED AS FOLLOWS:**

1. **INTRODUCTION LETTER** from Vendor giving a brief corporate overview and description of systems and services proposed to be provided. Also include in the letter the name, address, phone number, and e-mail address of the primary Vendor representative.
2. Completed **ORIGINAL PROPOSAL FORM** including price summary, signatures, and dates. Please attach any notes or exceptions fully explained in a following section.
3. Completed **VENDOR DISCLOSURE STATEMENT** including any attachments.
4. Completed **DETAILED PROPOSAL** with any notes, examples, or exceptions fully explained in an attached section with each item cross referenced. Details shall include a description of the Geotextile Dewatering Bags, the Drainage Medium (i.e., fabric, liner), and the Impervious Membrane, including any technical data sheets for each. Provide proof of a minimum of three completed projects of similar scope with the use of the bags, drainage medium and impervious membrane proposed. Each project should demonstrate the dewatering product to have contained and dewatered a minimum of 25,000 cubic yards. Any Rapid Dewatering Test (RDT) for the proposed bag. Any product literature and specifications for proposed material, including filling port details. Photos of proposed geotextile watering bags, drainage medium and impervious membrane.
5. **ALTERNATE METHODS FOR SATISFYING THE REQUIREMENTS** should be included here with full cross referencing to the section name and item number(s).

6. **OPTIONAL**-Any **additional information** considered by the prospective Vendor to further describe the proposed services or to support the proposal. These items could include additional reports, descriptive materials, demos, or other documentation that the Vendor wishes to furnish.

**1.2.2** Cost of preparation of the proposal shall be borne by the vendor.

**1.2.3** Proposals must be signed by an officer authorized to commit the vendor to a contract with BPUB in order to receive consideration.

**1.2.4** All proposals shall remain firm for one-hundred and twenty (120) days following the closing date for the receipt of the proposals.

**1.2.5** Short-listed candidates must guarantee their Original Proposal or subsequently clarified proposal for at least one-hundred and twenty (120) days from the Original Proposal closing date. Vendors are expressly advised to review the proposed Contract Documents as to their legal requirements and the causes which may lead to the disqualification of a Vendor and/or the rejection of a proposal.

To obtain the best and final offers, Brownsville PUB may require written clarifications and explanations of Vendor proposals after Original Proposal submissions when certain candidates have been short-listed for interviews. Brownsville PUB may require samples of the materials proposed. Brownsville PUB will not be liable for any of the Vendor's costs or expenses incurred in preparation or presentation of the Proposal(s). Brownsville PUB also reserves the right to test the materials proposed for evaluation, conduct a pre-award survey, or to require other evidence of technical, production, managerial, financial, or other abilities prior to the award of the contract.

To ensure that the award is made to the Vendor whose proposal best meets the needs of Brownsville PUB, discussion based upon the Original Proposal Form, Vendor Disclosure Statement, Detailed Proposal, may be conducted with the short-listed Vendors. Brownsville PUB expects that no more than two (2) meetings will be held with each of the short-listed Vendors. After the second meeting, five (5) working days will be allowed for the Vendors to submit all requested additional information and explanations in writing, which shall be deemed a part of their final offer. The short-listed Vendors shall submit with such clarifications and explanations any revised projected delivery schedule. Short-listed Vendors shall be treated fairly and equally with respect to any and all opportunities for discussion, clarification, and explanation of proposals.

#### **1.2.6 DELIVERY OF PROPOSALS**

##### **MAIL**

Mailed sealed proposals must arrive at Purchasing Department, Brownsville Public Utilities Board, 1155 FM 511, Olmito, Texas 78575, no later than **5:00 PM, local time, on July 30, 2025.**

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

### **EXPRESS MAIL OR HAND DELIVERY**

Deliver sealed proposals to the Purchasing Department, Brownsville Public Utilities Board, 1155 FM 511, Olmito, Texas 78575, no later than **5:00 PM, local time, on July 30, 2025.**

**Late proposals will not be accepted under any circumstances.**

**Fax, telephone or electronic transmission of proposals will not be accepted.**

The Brownsville PUB will not be responsible for any proposals delivered to a person or location other than that specified herein.

### **1.2.7 VENDOR REPRESENTATIVE**

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

### **1.2.8 CONTRACT WITH FIRM/ENTITY INDEBTED TO BPUB**

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

### **1.2.9 VENDOR ACH (DIRECT DEPOSIT) SERVICES**

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

### **1.2.10 TAX IDENTIFICATION (TIN)**

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

### **1.2.11 TAXES**

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

### **1.2.12 SIGNING OF PROPOSAL**

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

### **1.2.13 EEOC GUIDELINES**

During the performance of this contract, the Vendor 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.

### **1.2.14 CONTRACT AND PURCHASE ORDER**

The product shall be delivered FOB Brownsville PUB to the location specified below in section 1.3.3 Location for Delivery and Use, page 10. A contract for the product will be placed into effect by means of a purchase order issued by Brownsville PUB after evaluation and final approval by the Board.

### **1.2.15 BROWNSVILLE PUB RIGHTS**

1. The right to reject or re-propose if only one (1) or no proposal(s) is received by “submission date” or extend the submission date by an additional two (2) weeks.
2. The right to reject any/or all Proposals and to make awards as they may appear to be advantageous to the BPUB.
3. The right to hold the proposal for one-hundred and twenty (120) days from submission date without action, and to waive all formalities in this RFP.
4. The right to extend the total proposal beyond the original one-hundred and twenty (120) day period prior to an award, if agreed upon in writing by all parties (BPUB and firm/vendor) and if firm/vendor holds original proposal prices firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within thirty (30) calendar days’ written notice; for cause: upon default by the firm/vendor, for delay or non-performance by the firm/vendor; or if it is deemed in the best interest of the BPUB for BPUB’s convenience.
6. The right to increase or decrease quantities as deemed necessary by the BPUB.

### **1.2.16 CORRECTIONS**

Any interpretation, correction, or change to the request for proposals 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 Proposal Acknowledgment 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 request for proposals to ascertain if any addenda have been issued, and to obtain all addenda, execute them, and return addenda with the response to the request for proposals. Addenda may also be posted on BPUB's webpage.

### **1.2.17 QUALIFICATIONS OF VENDOR**

Each Vendor shall submit their Vendor Disclosure Statement with their proposal showing their experience in providing water soluble in emulsion polymer, as well as their organization and facilities available for the work contemplated, and other requested data. The Brownsville PUB shall have the right to take such steps as it deems necessary to determine the ability and responsibility of the Vendor to perform their obligations under the Contract. The Vendor shall furnish the Brownsville PUB all such information and data for this purpose as the Brownsville PUB may reasonably request.

The Vendor is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Brownsville PUB, and that a Vendor Disclosure Statement for each proposed subcontractor must also be submitted with the proposal documents.

### **1.2.18 REJECTION OF PROPOSALS**

The Brownsville PUB reserves the right to reject any or all Proposals without cause. Without limiting the generality of the foregoing, the Brownsville PUB may reject any Proposal which is incomplete, not responsive, obscure or irregular; any Proposal that takes exception to conditions, or qualifies the commercial contractual conditions of the Brownsville PUB; any Proposal which omits a submittal on any one or more items for which submittals are required; any Proposal which omits unit prices if unit prices are required; any Proposal accompanied by an insufficient or irregular warranty, and any Proposal from a Vendor who has previously failed to perform satisfactorily, or failed to deliver on time.

### **1.2.19 AWARD OF CONTRACT**

The award is to be made to the responsive and responsible Vendor whose proposal, as clarified and explained, is determined to be the most advantageous to the Brownsville PUB considering the relative importance of price and the following analysis of experience and technical evaluation factors to provide Geotextile Dewatering Bags, a Drainage Medium (i.e., fabric, liner), and an Impervious Membrane.

**Note: Evaluation factors are listed in order of their relative importance.**

- The ability of the proposed Vendor to meet or exceed the specifications and associated activities within the stated time objectives. Evaluation of proposals shall be based on information supplied by the vendor. **Weight 5** (max points 25)
- Price (estimated cost based on unit price). Unit pricing shall remain firm for twelve (12) months after date of issuance of Purchase Order. **Weight 5** (max points 25)
- Performance of Geotextile Dewatering Bags, a Drainage Medium (i.e., fabric, liner), and an Impervious Membrane on dewatering sediment via the use of geotextile dewatering bags as measured by factors such as cake % solids and total suspended solids off a rapid dewatering system screen. Product testing performed by the Brownsville PUB or Brownsville PUB designee. **Weight 5** (max points 25)
- Quality of Vendor performance on previous work or similar contracts. **Weight 5** (max points 25)

**Total maximum points: 100**

Rate – 1 thru 5 (1-worst; 5 best)

Rate x Weight = Total Score

The Vendor may withdraw their proposal at any time prior to the closing time for receipt of proposal without prejudice to them, by submitting a written request for its withdrawal to the Brownsville PUB Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

### **1.2.20 TERM OF CONTRACT**

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.

### **1.2.21 PRICING**

Submit unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern. **Prices shall remain firm for twelve (12) months after date on Purchase Order and shall not be subject to adjustments. All prices shall be stated in U.S. dollars.**

All fields (UNIT PRICE, EXTENDED COST) in the ORIGINAL PROPOSAL FORM must be filled. The data must be complete to identify the brand submitted.

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

### 1.2.22 SIGNIFICANT DATES

The following table depicts proposed significant dates for this project.

TASK	DATE
RFP ISSUE DATE	July 14, 2025
LAST DAY TO SUBMIT QUESTIONS	July 21, 2025
PROPOSALS DUE	July 30, 2025 at 5:00 PM
PROPOSALS ACKNOWLEDGED	July 31, 2025 at 11:00 AM
PROPOSALS EVALUATED	July 31 to August 8, 2025
PROVIDE FINAL RECOMMENDATIONS	August 11, 2025
SEND TO BOARD FOR APPROVAL	September 8, 2025

### 1.3 EXISTING SYSTEM

#### 1.3.1 GENERAL BACKGROUND

BPUB is located in the City of Brownsville, Texas, on the U.S.-Mexico border near the Gulf of Mexico. BPUB provides electric, water and wastewater services to the City and the surrounding area. In addition, BPUB dredges its own reservoirs and resacas located within the City of Brownsville.

The Brownsville PUB operates hydraulic dredges to remove sediment from its own reservoirs and Resacas beds. BPUB is transitioning from the use of a mechanical dewatering system to geotextile dewatering bags. The geotextile dewatering system will employ the use of emulsion flocculants used to dewater reservoir sediment associated with dredging and dewatering equipment. Dewatered sediment effluent containing low Total Suspended Solids is returned to the reservoir system.

#### 1.3.2 RAW WATER AND SEDIMENT CHARACTERISTICS

The raw water source for the reservoirs and resacas within the City of Brownsville is the Rio Grande River. Raw water is diverted from the river to two surface water impoundments (reservoirs). The detention time in the reservoirs averages four (4) to six (6) days prior to being diverted to the water plants and resacas as needed. During 2024, the reservoir raw water alkalinity averaged 131 mg/L, and had a maximum concentration of 141 mg/L. The reservoir sediments generally can be considered very soft, saturated in consistency and moderately to highly plastic in nature. They are generally comprised mainly of silt/clay particles and their in-situ characteristics resemble those typical of recent deposits in low flow environments. The sediment in the areas currently dredged consist of Dark Gray Fat Clay and are considered moderately to highly plastic. Liquid limits ranging from 52% to 97%. These soils contain approximately 90 to 99% clay/silt size particles as indicated by minus #200 sieve tests. Anticipate dredging and dewatering approximately 100,000 cubic yards of in-situ material (i.e., sediment, debris) from BPUB's Reservoir 1.

#### 1.3.3 LOCATIONS FOR DELIVERY AND USE

Brownsville PUB

C/O Resaca Maintenance  
1155 FM 511  
Olmito, Texas 78575

## **1.4 DELIVERY REQUIREMENTS**

### **1.4.1 PRODUCT DELIVERY REQUIREMENTS**

Vendor shall provide for the delivery of the Geotextile Dewatering Bags, Drainage Medium (i.e., fabric, liner), and Impervious Membrane in a timely manner as specified below.

Brownsville Public Utilities Board will reject any material that show evidence of damage.

No shipment will be allowed to be unloaded without prior consent from plant personnel on-site.

Successful vendor shall be able to deliver Geotextile Dewatering Bags, Drainage Medium (i.e., fabric, liner), and Impervious Membrane within three (3) weeks after request and sooner in cases of emergencies. Delivery hours are Monday thru Friday from 8:00 AM to 4:00 PM. Notify Resaca Maintenance staff twenty-four (24) hours prior to delivery; at (956) 983-6562 and at (956) 983-6487.

### **1.4.2 QUANTITY**

Estimated amount required is a total of 40 dewatering bags, 152,000 SQ FT of 190 mil drainage medium (i.e., fabric, liner) and 257,600 SQ FT of a minimum of 15 mil thick impervious membrane for one (1) year. Quantities may be increased or decreased to meet the requirements of the Brownsville Public Utilities Board, Resaca Maintenance Dewatering System.

## **1.5 QUALITY ASSURANCE**

**1.5.1** Vendors shall have a minimum of three (3) years certifiable experience with a dewatering program used in conjunction with a geotextile dewatering system.

## **1.6 LIABILITY AND INDEMNIFICATION**

### **1.6.1 INSURANCE**

Vendor agrees to maintain Worker's Compensation and Employers' Liability Insurance to cover all of its own personnel engaged in performing services for Brownsville PUB under this Proposal in at least the following minimum amounts:

Workmen's Compensation – Statutory  
Employers' Liability -- \$100,000.00

Vendor also agrees to maintain Commercial General Liability, Comprehensive Business Automobile Liability and Excess Umbrella Liability Insurance covering claims against Vendor for damages resulting from bodily injury, death or property damages from accidents arising in the course of work performed under this Proposal in not less than the following amounts:

Commercial General Liability

Personal injury and property damage -  
\$1,000,000.00 combined single limit each occurrence and  
\$1,000,000.00 aggregate

Comprehensive Business Automobile Liability for all vehicles

Bodily injury and property damage -  
\$500,000.00 combined single limit each occurrence

Excess Umbrella Liability

\$1,000,000.00

Vendor shall add the Brownsville PUB and the City of Brownsville, together with their respective commissioners, board members and employees, as additional insureds on all required insurance policies, except worker's compensation, employers' liability and professional errors and omissions insurance. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy.

Vendor shall furnish BPUB with an Insurance Certificate prior to performing any services to confirm that all required insurance policies are in full force and effect.

## **1.6.2 INDEMNIFICATION AND LIMITATION OF LIABILITY**

**VENDOR SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF BROWNSVILLE AND BPUB AND THEIR COMMISSIONERS, BOARD MEMBERS, OFFICERS, SERVANTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, OR OCCASIONED BY, THE NEGLIGENT ACTS OR OMISSIONS OF VENDOR OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OF PERFORMANCE OF THIS PROPOSAL.**

**TO THE EXTENT ALLOWED BY TEXAS LAW GOVERNING PUBLIC ENTITIES, VENDOR'S TOTAL LIABILITY TO BPUB FOR ANY LOSS OR DAMAGES FROM CLAIMS ARISING OUT OF, OR IN CONNECTION WITH, THIS PROPOSAL FROM ANY CAUSE, INCLUDING VENDOR'S STRICT LIABILITY, BREACH OF CONTRACT, SHALL NOT EXCEED THE RESPECTIVE AND APPROPRIATE LIMITS OF THE VENDOR'S VARIOUS LIABILITY INSURANCE COVERAGES AS**

**SPECIFIED IN SECTION 1.6.1 HEREIN. BPUB HEREBY RELEASES VENDOR FROM ANY LIABILITY EXCEEDING SUCH AMOUNTS.**

**1.7 GENERAL REQUIREMENTS**

- 1.7.1** Three (3) references using the proposed product successfully are to be included with the proposal.
- 1.7.2** Prices quoted shall be F.O.B. Brownsville Public Utilities Board and delivered to the Resaca Maintenance Department.
- 1.7.3** The successful vendor shall remove the product from the Brownsville Public Utilities Board Resaca Maintenance Dewatering site immediately upon substantial proof that the product offered is not performing the expected results as per specifications above. The Division Manager for Water Resources, Conservation & Compliance or his designee will notify the successful vendor of unacceptable results in product performance and/or failure to meet specified requirements. The Division Manager for Water Resources, Conservation & Compliance (“Division Manager”) decision shall be final.
- 1.7.4** Upon failure of the successful vendor to comply with any part of the specifications, the Brownsville PUB will notify such vendor to remove product from the Brownsville PUB premises. A period of two (2) weeks will be allowed for removal of product.
- 1.7.5** The Vendor is responsible for all insurance requirements including public liability insurance in the minimum amount prescribed by law protecting the Brownsville Public Utilities Board from any and all claims and demands that may be made against said Board as a result of the Vendor’s delivery of dewatering bags, drainage medium and impervious liner (refer to Section 1.6). 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 Polymer. The Vendor must provide, with proposal and upon request at any time, evidence of adequate liability insurance, other insurances, permits and authorizations. A current Certificate of Insurance must be on file with the Brownsville PUB at all times.

**1.8 MINIMUM PROPOSAL REQUIREMENTS FOR THE GEOTEXTILE DEWATERING BAGS, DRAINAGE MEDIUM & IMPERVIOUS MEMBRANE**

**General Dewatering Bag Specifications:**

<b>Properties</b>	<b>Test Method</b>	<b>Unit</b>
Wide Width Tensile (Ultimate)	ASTM D4595	450 lbs./in
Wide Width Elongation (Ultimate)	ASTM D4595	20%
Factory Seam Strength	ASTM D4884	400 lbs./in
Static Puncture Strength	ASTM D6241	2000 lbs.
Permittivity	ASTM D4491	0.260 sec <sup>-1</sup>
Apparent Opening Size (AOS)	ASTM D4571	40 US Std. Sieve
Water Flow Rate	ASTM D4491	20 gpm/ft <sup>2</sup>
UV Resistance (@ 500 hours)	ASTM D4355	80%
Thickness	ASTM D5199	70 mils

- Bags must be capable of being filled to a height of at least 7.0 feet each.
- Bags must be capable of being filled with a minimum of 750 cubic yards each.
- Bags must measure 75’ in circumference (37.5’ width) x 100’ in length each.
- Bags must have at least two PVC 8” diameter ports each, located along the top centerline of the bag.
- The fill port shall include a fabric sleeve that may be secured around the feed line to prevent leakage.
- Requesting proposal for a total of 40 bags.
- Bags shall be inert to biological degradation and resistant to naturally encountered chemicals, alkalis, and acids.

**General Drainage Medium Specifications:**

<b>Properties</b>	<b>Test Method</b>	<b>Unit</b>
Grab Tensile Strength	ASTM D4632	350 lbs.
Puncture Strength	ASTM D4833	165 lbs.
Air Flow	ASTM D737	1300 cfm
Thickness	ASTM D5199	190 mils

- Requesting 152,000 SQ FT of 190 mil drainage medium (i.e., fabric, liner)

**General Impervious Membrane Specifications:**

<b>Properties</b>	<b>Test Method</b>	<b>Unit</b>
Thickness	ASTM D5199	15 mils
Density	ASTM D792	<0.9 g/cm <sup>3</sup>
Tear Resistance	ASTM D1004	16 lbf

- Requesting 257,600 SQ FT of a minimum of 15 mil thick impervious membrane.
- Impervious membrane must be of linear low density polyethylene material (LLDPE)

**ORIGINAL PROPOSAL FORM FOR  
P#076-25 GEOTEXTILE DEWATERING BAGS, DRAINAGE MEDIUM &  
IMPERVIOUS MEMBRANE**

To: Brownsville Public Utilities Board  
1155 FM 511  
Olmito, Texas 78575  
Attention: Purchasing Department

**Proposal Due: July 30, 2025 at 5:00 PM**

Acknowledgment of Proposal: July 31, 2025 at 11:00 AM

The undersigned Vendor, having read and examined the requirements and specifications for the above, proposes to supply the products as set forth in the Original Proposal. All prices stated herein are firm for twelve (12) months after date of Purchase Order and shall not be subject to adjustments. All prices are stated in U.S. dollars.

**PRICE**

The undersigned Vendor hereby proposes to furnish the following product, as described herein, for the price of:

ITEM NUMBER	QTY	DESCRIPTION	UNIT PRICE	EXTENDED COST
1	40 bags	Dewatering bags as per specifications above		
2	152,000 SF	190 mil drainage medium (i.e., fabric, liner)		
3	257,600 SF	Minimum of 15 mil thick impervious membrane		
4		ADDITIONAL FEES (IF APPLICABLE)		
		<b>GRAND TOTAL</b>		

The undersigned Vendor, having read and examined the requirements and specifications for the above, proposes to supply the products set forth in the Original Proposal. All prices stated herein are firm for twelve (12) months after date of Purchase Order and shall not be subject to adjustments. All prices are stated in U.S. dollars.

The Brownsville PUB reserves the right to contract for each of the above-described elements individually or as a whole at their own discretion.

All goods and services are to be proposed FOB Brownsville PUB, C/O BPUB Resaca Maintenance, 1155 FM511, Olmito, Texas 78575.

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 cost are satisfactory, and the renewal is agreed upon in writing by both parties.

**Brownsville PUB has the right to increase or decrease quantities as deemed necessary. In proposal, stipulate whether the increase or decrease will affect proposal price.**

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

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

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

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

(Print Name and Title)

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

**Signature (Failure to sign proposal will automatically disqualify it)**

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

City

State

Zip Code

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

Twenty-Four Hour Telephone #: \_\_\_\_\_

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

## VENDOR DISCLOSURE STATEMENT

1. Company Name
2. Address
3. What is the ownership structure of the business unit? Is the business unit an independent business or a division or subsidiary of a larger corporation? Is the ultimate ownership public or private?
4. Firm Description: Provide succinct descriptions of your firm, including relevant information about the firm's capacities, size, range of services (including experience with proposed solution), and length of time in existence. Include a statement of the firm's qualifications for performing the subject services. (General promotional materials should be bound separately and placed in an appendix.)
5. How long has your company or division provided services to the dredging and dewatering industry? To other industries?
6. Please provide all recent client references for services. For each client, please provide:
  - Client name, address, and phone number
  - Client contact
  - Indication of size of similar system
  - Years of usage
  - Significant subcontractors; if other subcontractors are to be involved with the performance of these services, those subcontractors should comply with above items.
7. What has been your track record in meeting all EPA, TCEQ or other regulatory agencies requirements for the treatment of dredge material?
8. Qualification of Key Personnel: Provide the names of the firm's key personnel who will be providing technical support for use of the product(s), and a synopsis of their experience relevant to the work contemplated herein. Specify experience of key personnel in each of the relevant areas.
9. The proposing agency warrants and covenants that no official or employee of BPUB, nor any business entity in which BPUB has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to BPUB.

## REQUIRED FORMS CHECKLIST

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

NAME	FORM DESCRIPTION	SUBMITTED WITH BID	
		YES	NO
Legal Notice	Acknowledgement Form	<input type="checkbox"/>	<input type="checkbox"/>
	Debarment Certification	<input type="checkbox"/>	<input type="checkbox"/>
	Ethics Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Conflict of Interest Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
	Certification of Interested Party Form 1295	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification Form	<input type="checkbox"/>	<input type="checkbox"/>
	State Law Verification	<input type="checkbox"/>	<input type="checkbox"/>
	House Bill 89	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions	Bid Schedule/Cost sheet completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
	Cashier Check or Bid Bond of 5% of Total Amount of Bid (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
	OSHA 300 Log	<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"/>
	Request for Material Approval Form	<input type="checkbox"/>	<input type="checkbox"/>
References	Complete the Previous Customer Reference Worksheet for each reference provided	<input type="checkbox"/>	<input type="checkbox"/>
Addenda			

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

**ETHICS STATEMENT (FORM MUST BE COMPLETED IN ITS ENTIRETY)**

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

**THE FIRM SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF BROWNSVILLE AND THE BROWNSVILLE PUBLIC UTILITIES BOARD, ALL OF THEIR PUBLIC OFFICIALS, OFFICERS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF ANY RESULTING CONTRACT FROM SUBMITTAL OF THIS PROPOSAL.**

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

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

**DEVIATIONS FROM SPECIFICATIONS IF ANY:**

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH PROPOSAL 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 proposal 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.

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\_\_\_\_\_  
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 PROPOSAL RESPONSE)**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b> <hr/> Date Received	
<b>1</b> Name of vendor who has a business relationship with local governmental entity.		
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3</b> Name of local government officer about whom the information is being disclosed.		
<hr style="width: 50%; margin: auto;"/> Name of Officer		
<b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p style="text-align: center;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No </p> <p style="text-align: center;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No </p>		
<b>5</b> 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.		
<b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
<b>7</b>		
<hr style="width: 80%; margin: auto;"/> Signature of vendor doing business with the governmental entity		<hr style="width: 80%; margin: auto;"/> 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](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 Proposal P065-25 (the "RFP"), 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

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 \_\_\_\_\_



## Request for Taxpayer Identification Number and Certification

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

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

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

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

### Part I Taxpayer Identification Number (TIN)

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

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

**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.

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	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](http://www.irs.gov/FormW9).

### What's New

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

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

### Purpose of Form

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

Form **W-8BEN-E**

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

**Certificate of Status of Beneficial Owner for  
United States Tax Withholding and Reporting (Entities)**

▶ For use by entities. Individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code.  
▶ Go to [www.irs.gov/FormW8BENE](http://www.irs.gov/FormW8BENE) for instructions and the latest information.  
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

**Do NOT use this form for:**

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

**Instead use Form:**

**Part I Identification of Beneficial Owner**

<p><b>1</b> Name of organization that is the beneficial owner</p>	<p><b>2</b> Country of incorporation or organization</p>												
<p><b>3</b> Name of disregarded entity receiving the payment (if applicable, see instructions)</p>													
<p><b>4</b> Chapter 3 Status (entity type) (Must check one box only):</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Simple trust</td> <td><input type="checkbox"/> Tax-exempt organization</td> <td><input type="checkbox"/> Complex trust</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"/> Estate</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"/> International organization</td> <td><input type="checkbox"/> Foreign Government - Integral Part</td> </tr> </table> <p>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</p>		<input type="checkbox"/> Simple trust	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Partnership	<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Private foundation	<input type="checkbox"/> Estate	<input type="checkbox"/> Foreign Government - Controlled Entity	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> International organization	<input type="checkbox"/> Foreign Government - Integral Part
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<p><b>5</b> Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).   <input type="checkbox"/> Participating FFI.  <input type="checkbox"/> Reporting Model 1 FFI.  <input type="checkbox"/> Reporting Model 2 FFI.  <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.   <input type="checkbox"/> Sponsored FFI. Complete Part IV.  <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V.  <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.  <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.  <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII.  <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX.  <input type="checkbox"/> Owner-documented FFI. Complete Part X.  <input type="checkbox"/> Restricted distributor. Complete Part XI.                 </td> <td style="width: 50%; vertical-align: top;"> <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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<p><b>6</b> Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address</b> (other than a registered address).</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">City or town, state or province. Include postal code where appropriate.</td> <td style="width: 30%;">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)