



**BROWNSVILLE PUBLIC UTILITIES BOARD**

**REQUEST FOR PROPOSALS**

**FOR**

**MICROSOFT FABRIC READINESS, LICENSING  
& IMPLEMENTATION ADVISORY SERVICES**

**P041-26**

**Proposal Due: June 3, 2026 by 5:00 PM**  
Proposal Acknowledgement: June 4, 2026 at 10:00 AM



**BROWNSVILLE  
PUBLIC UTILITIES BOARD  
LEGAL NOTICE  
AND  
REQUEST FOR PROPOSALS  
P041-26**

The Brownsville Public Utilities Board (BPUB) will accept electronic or sealed proposals for (hereon styled “RFP”) **Microsoft Fabric Readiness, Licensing & Implementation Advisory Services** until **5:00 PM, June 3, 2026**, in the Brownsville PUB Purchasing Office, 1155 FM 511, Olmito, Texas. **Electronic or sealed proposals received after this time will not be considered.**

RFP’s will be acknowledged by BPUB on June 4, 2026 at 10:00 AM. Firms can call in at 10:00 AM, June 4, 2026 to (956) 214-6020 to listen to the proposal opening.

Brownsville Public Utilities Board utilizes the Texas Purchasing Group to post Request for Proposal (RFP) and bid opportunities. Registration is available by following the link: <https://www.bidnetdirect.com/texas/brownsville-pub>, if you haven’t already registered.

Detailed specifications may also be obtained at the following website: [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 envelopes**: **"SEALED PROPOSAL FOR MICROSOFT FABRIC READINESS, LICENSING & IMPLEMENTATION ADVISORY SERVICES (P041-26), June 3, 2026, 5:00 PM"**, and send to the attention of Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, TX 78575.

Each proposal shall constitute an offer to the Board, as outlined therein, and shall be irrevocable for at least ninety (90) days after the time announced for the opening thereof.

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

The BPUB specifically reserves the right to reject any or all proposals, to waive irregularities or informalities in any or all proposals and to accept any proposal which is deemed to be in the best interest of the Board.

BY:

*Diane Solitaire*  
Purchasing  
Brownsville Public Utilities Board  
(956) 983-6366 – Phone

**Please submit this page upon receipt**

ACKNOWLEDGEMENT FORM

P041-26

Microsoft Fabric Readiness, Licensing & Implementation Advisory Services

For any clarifications, please contact Diane Solitaire at Brownsville PUB Purchasing Department at (956) 983-6366 or e-mail: [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 emailed, please provide an email address 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: \_\_\_\_\_

**IF SPECIFICATIONS ARE DOWNLOADED FROM WEBSITE, PLEASE EMAIL THIS PAGE TO EMAIL LISTED ABOVE**

# REQUEST FOR PROPOSAL

## **GENERAL BACKGROUND**

The BPUB, located in Cameron County on the Rio Grande approximately 23 miles from the Gulf of Mexico, is a home rule city organized and existing under the laws of the state of Texas, including the City’s Charter, as amended (the “charter”). The city owns and operates a combined electric, water, and wastewater utilities system (collectively, the “system”) serving the city and certain areas outside the city. The City’s authority with regard to public utility ownership and services is generally exercised through the Brownsville Public Utilities Board (the “Board”). The Board, created and established by Article VI of the Charter as a separate and distinct agency of the city, has authority to control, manage, and operate the system and to expand and apply System revenues, subject to certain limitations. The BPUB executive administration includes a General Manager/Chief Executive Officer, one Assistant General Manager/Chief Operating Officer, one Chief Administrative Officer, a Chief Financial Officer and a Chief Legal Counsel responsible for specific divisions. The BPUB employs approximately 600 employees. The Board’s fiscal year is the 12-month period ended September 30th of each year and is referred to herein as the “fiscal year.”

## **PURPOSE**

This Project Scope Summary is provided to expedite vendor quoting and avoid procurement process delays. It identifies the specific Microsoft Fabric platform components BPUB is seeking to procure, provides a projected workload profile for sizing, and outlines the information required to generate a preliminary quote.

BPUB is an established Microsoft customer with active licensing under Microsoft 365, Power BI, and Azure Active Directory / Entra ID. This procurement evaluation is aligned to BPUB Strategic Plan 25’ – 30’, Initiative 30 (SFA-7 / SSD-14 / SSD-15).

## **ORGANIZATIONAL BACKGROUND**

BPUB is completing deployment of an Advanced Metering Infrastructure (AMI) network encompassing approximately 113,000 endpoints (electric and water combined), with full completion projected in 2027.

The AMI Support Department manages four integrated source systems that will feed the proposed Fabric platform:

- SmartWorks Compass MDM (PostgreSQL) — meter data management, VEE processing, read collection
- Landis & Gyr HES (SaaS) — 15-minute interval electric reads, outage last-gasp events, device telemetry
- Badger BEACON SaaS (Water HES) — hourly water reads, leak detection flags, device status
- Cayenta CIS (SQL Server) — customer accounts, billing cycles, service orders

Projected Data Ingestion

BPUB is currently operating under Microsoft 365 E3 licensing and is actively working toward migration to G5.

### **PROPOSED PLATFORM DIRECTION**

BPUB has completed an internal evaluation and has identified Microsoft Fabric — specifically OneLake, Fabric Data Factory, Fabric Lakehouse, and Power BI Direct Lake — as the preferred enterprise analytics platform. The platform will implement a three-layer Medallion Architecture (Bronze → Silver → Gold) using Delta Parquet format within OneLake.

The platform is expected to benefit multiple BPUB departments beyond AMI, including Operations, Engineering, GIS, SCADA, and Information Technology.

### **PROPOSAL INFORMATION**

All proposal envelopes shall contain a signed original. The original proposals will be opened and only the Firm's name read aloud at the BPUB Purchasing Office located at 1155 FM 511, Olmito, TX. All proposals will be managed by BPUB in a manner that avoids disclosure of the contents to competing Firms and keeps the proposals confidential during any negotiations. All proposals will be open for public inspection as stated in the public information act, after the contract is awarded; however, trade secrets and confidential commercial or financial information in the proposals specifically identified by the Firms will not be open for public inspection. Accordingly, all pages in the proposal that the Firm considers to be proprietary and confidential should be appropriately marked.

Direct any questions to Diane Solitaire, Purchasing Department, by email at [dsolitaire@brownsville-pub.com](mailto:dsolitaire@brownsville-pub.com).

Candidates must guarantee their Original Proposal or subsequently clarified proposal for at least ninety (90) days from the Original Proposal opening date. To obtain the best and final offers, the BPUB may require written clarifications and explanations of Firm proposals after Original Proposal submissions when certain candidates have been selected for interviews. The BPUB will not be liable for any of the Firm's costs or expenses incurred in preparation or presentation of the Proposal(s). The BPUB also reserves the right to conduct a pre-award survey, or to require other evidence of technical, production, managerial, financial, or other abilities prior to the award of the contract.

The BPUB will follow Texas Local Government Code procurement procedures found at: Sections 252.021(b)(c); 252.041(b); 252.042; 252.043(h); 252.049(b).

To ensure that the award is made to the Firm whose proposal best meets the needs of the BPUB, discussion may be conducted with the top three (3) rated Firms at BPUB's discretion. After the meeting(s), five (5) working days will be allowed for the Firms to submit all requested additional information and explanations in writing, which shall be deemed a part of their final offer. The Firm shall submit with such clarifications and explanations any revised projected schedule. The Firms shall be treated fairly and equally with respect to any and all opportunities for discussion, clarification, and explanation of proposals.

## **INSTRUCTIONS TO RFP RESPONDENTS**

Firm must submit electronic or sealed proposal, one (1) copy, of the entire proposal package. Proposals shall be submitted to the BPUB Purchasing Office, 1155 FM 511, Olmito, Texas, no later than **5:00 PM on June 3, 2026.**

Sealed envelope must be clearly labeled as follows:

Brownsville Public Utilities Board  
Attention: Diane Solitaire  
1155 FM 511  
Olmito, TX 78575  
**P041-26 MICROSOFT FABRIC READINESS, LICENSING &  
IMPLEMENTATION ADVISORY SERVICES**

### **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.

### **FIRM REPRESENTATIVE**

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

### **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).**

### **TAX IDENTIFICATION NUMBER (TIN)**

In accordance with IRS Publication 1220, Aw9 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.

### **TAXES**

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

### **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.

**EEOC GUIDELINES**

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

**CONTRACT AND PURCHASE ORDER**

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

**BROWNSVILLE PUB RIGHTS**

1. If only one or no proposal is received by “submission date”, the BPUB has the right to reject, re-advertise, accept and/or extend the proposal by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all proposals and to make award as they may appear to be advantageous to the Brownsville Public Utilities Board.
3. The right to hold proposal for up to 90 days from submission date without action, and to waive all formalities in proposal.
4. The right to extend the total proposal beyond the original 90-day period prior to an award, if agreed upon in writing by all parties (BPUB and Firm/contractor) and if proposer/Firm 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/contractor, for delay or non-performance by the Firm/contractor; or if it is deemed in the best interest of the BPUB for BPUB’s convenience.
6. The right to increase or decrease services. In proposal, stipulate whether an increase or decrease in services will affect proposal price.

**CORRECTIONS**

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

**PROJECTED PROJECT TIMELINE**

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

<b>Item</b>	<b>Date(s)</b>
RFP Advertised	May 9 and May 16, 2026
Last day to submit questions:	May 22, 2026 by 5:00 PM

Proposals due:	<b>June 3, 2026 at 5:00 PM</b>
Proposals acknowledgment:	June 4, 2026 at 10:00 AM
Proposals evaluated:	June 4, 2026 – June 18, 2026
Board of Directors Approval:	July 13, 2026 (Tentative)
Contract Award:	TBD
Phase 1 Deployment Target	Q3-Q4 2026

**WORK HOURS/PAYMENT PROCEDURES**

The invoice must include the BPUB's Purchase Order number and a brief description of work completed.

Progress Payments (if applicable): OWNER shall make progress payments on account of the Contract Price on the basis of FIRM's Applications for Payment on or about the Twentieth (20th) day after submittal of the Application for Payment each month. All progress payments shall be on the basis of the progress of the Work.

Final Payment: Upon final completion and acceptance of the Work, BPUB shall pay the Contract price as provided in Cost Sheet, less any previous payments.

**REFERENCE CHECKS**

The BPUB will contact prospective firm’s references by telephone and/or email. Please complete the attached Customer Reference form for each reference provided.

**RFP IS NOT A BASIS FOR OBLIGATIONS**

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

**RIGHTS TO SUBMITTED MATERIALS**

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

**BUSINESS REQUIREMENTS**

Firms shall respond to each of the items listed below. Respondents are encouraged to recommend as part of their proposal, additional options, features or measures to help the BPUB meet its objectives in the spaces provided below or on a separate sheet of paper.

**UNAUTHORIZED COMMUNICATIONS**

After release of this solicitation, Proposer’s contact regarding this RFP with members of the RFP evaluation, interview or selection panels, and employees of the BPUB or officials of the BPUB

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

## **INDEMNIFICATION**

**FIRM COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE BPUB AND THE BOARD OF DIRECTORS, EMPLOYEES, OFFICERS, AGENTS AND REPRESENTATIVES OF THE BPUB, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE BPUB DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO SERVICE PROVIDER'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF SERVICE PROVIDER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUB-CONTRACTOR OF SERVICE PROVIDER, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT, ALL WITHOUT HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BPUB UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

**THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. FIRM ENDORWILL PROMPTLY ADVISE THE BPUB, AS WELL WILL BPUB ADVISE FIRM IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE BPUB OR FIRM KNOWN TO FIRM OR BPUB RELATED TO OR ARISING OUT OF SERVICE PROVIDER'S ACTIVITIES UNDER THIS CONTRACT.**

**IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AN INDEMNITY EXTENDED BY FIRM TO INDEMNIFY, PROTECT AND HOLD HARMLESS, THE BPUB FROM THE CONSEQUENCES OF THE BPUB'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE BPUB IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION**

**WHEN THE NEGLIGENT ACT OF THE BPUB IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. FIRM FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE BPUB AND IN THE NAME OF THE BPUB, ANY CLAIM OR LITIGATION RELATED TO SERVICES UNDER THIS CONTRACT BROUGHT AGAINST THE BPUB AND/OR ITS BOARD OF DIRECTORS, EMPLOYEES, OFFICERS, AGENTS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY WILL APPLY, AS SET FORTH ABOVE.**

### **MINIMUM QUALIFICATIONS**

The proposing Firm must:

- (a) Be independent and non-product affiliated. This does not prohibit the firm from recommending a product or products.
- (b) Have no fewer than two years of experience in providing similar type of services – reference checks may be used in evaluation of proposals.
- (c) Maintain the minimum insurance requirements stated elsewhere.
- (d) Present sufficient qualified personnel to carry out the project in a timely fashion.
- (e) Demonstrate experience in conducting the work for government institutions and/or utilities of similar or larger size and scope.
- (f) Have experience with similar type of services and cost estimating.

### **PROPOSAL SUBMISSION REQUIREMENTS**

- a. It is the proposing Firm's responsibility to provide all required information, including required attachments. No information beyond that specifically requested is required, and proposing Firms are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Unless otherwise indicated, a proposal that does not provide all of the information requested below may be rejected.
- b. The proposals must follow all formats and address all portions of the RFP set forth herein providing all information requested.
- c. To this end, the proposing Firm shall complete and/or submit the following documents as part of the sealed proposal package presented in the following format and order:
  - (1) All proposals must be:
    - (a) Clearly legible;
    - (b) Sequentially page-numbered and include the proposing Firm's name at the top of each page;

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

(2) Proposal Format

- (a) The proposals must be structured, presented, and labeled in the following manner:
  - Tab 1 – Table of Contents
  - Tab 2 – Executive Summary
  - Tab 3 – Project Work Plan
  - Tab 4 – Qualifications
  - Tab 5 – Key Personnel
  - Tab 6 – Background and Experience
  - Tab 7 – Price
  - Tab 8 – Value Added Benefits
  - Tab 9 – Certifications and Other Required Forms

d. Failure to follow the specified format, label the responses correctly, or address all of the subsections may, at the BPUB’s sole discretion, result in the rejection of the Proposal. Proposals should not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to the appropriate place within the body of the Proposal. The Proposal pages shall be numbered, and each section (tab) labeled.

e. Format and Content

Proposals must be organized as follows:

TAB 1: TABLE OF CONTENTS – Identify each major section (tab), all pages are to be numbered.

TAB 2: EXECUTIVE SUMMARY – An Executive Summary of no more than four (4) pages should be included with the first page dedicated to describing how the Firm meets the minimum qualifications of this RFP, and the remaining three pages identifying and substantiating the basis of the contention that the Firm is the best qualified to provide the requested services for the BPUB. Please address what the Firm offers to the BPUB that competing Firms cannot offer. Include the location of the office at which the services to be provided hereunder will be performed. Also include information regarding affiliation and membership with professional associations within the compliance management industry.

TAB 3: PROJECT WORK PLAN –

- (a) Provide the legal entity name for the Firm. Provide the proposal contact name, phone number, email address and physical address(s) from which proposing Firm operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.
- (b) Describe the Firm's proposed objectives, processes and methodologies for providing all components included but not limited to the scope of services and the exhibits.
- (c) Provide a plan of implementation of the assessment.

TAB 4: QUALIFICATIONS –

- (a) Describe the Firm's qualifications and experience in providing past and present similar advisory services (brief company history).
- (b) Complete a detailed description of the proposing Firm's qualifications with particular emphasis on experience relative to the services described herein.

TAB 5: KEY PERSONNEL –

- (a) Provide a project staff chart clearly identifying the project manager and key personnel associated with conducting the required Scope of Services.
- (b) Key Personnel- Provide resumes of the project manager and key personnel associated with conducting the required Scope of Services. Detail qualifications, licenses and experience relative to the scope of work described herein. Firm must ensure that staff has all required licenses, certifications, and training appropriate for such persons' role and function within the Firm. Include information for the individual responsible for overall management and performance under the contract, the individual primarily responsible for the order fulfillment function of the scope of work, and the individual primarily responsible for the direct support function of the proposing Firm.

TAB 6: BACKGROUND AND EXPERIENCE -

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

TAB 7: PRICE -

- (a) Complete the BPUB Pricing Proposal Form by providing your best proposed prices on the form behind this tab. The Pricing Proposal Form is found on Page 18-19 of the RFP. Pricing shall be inclusive of all materials, travel and expenses required to complete the scope of work described here in.

TAB 8: Value Added Benefits –

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

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

- (a) Proposal Acknowledgement Form (submit this page upon receipt, can include copy in the Proposal). Any modifications or alterations to this form shall not be accepted.
- (b) Ethics Statement
- (c) Conflict of Interest Questionnaire
- (d) W9 or W8-BEN
- (e) Insurance Requirements - Evidence of policy or ability to obtain a professional liability (E&O) policy must be submitted in order to be considered. The Firm will be required to have a professional liability policy with a minimum limit of \$1,000,000.
- (f) Certified Statement - Certified statement that the Firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or Local agency. This form must be submitted in order to be considered. (Page 44)

**EVALUATION CRITERIA**

All responses must be completed and convey all of the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, BPUB alone will determine whether the variance is significant enough to consider the response susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award. Only the information provided with the response, subsequent discussions and clarifications provided in writing are used in the evaluation process and award determination. This RFP will be evaluated by a review panel on the basis of the criteria listed below. Relative weights of each criterion are listed. Only these criteria will be considered in the award determination. Rate x Weight = Total score. Total possible points equal 100.

Rating: Based on points awarded, ranging from 1(worst) to 5 (best)  
Weight: Based on points awarded, ranging from 1(least important) to 5 (most important)  
Total: Total Points = Rating X Weight

**The BPUB reserves the right to request additional information or to meet with representatives from responding organizations to discuss points in the RFP before and after submission, any and all of which may be used in forming a recommendation.**

<b>Evaluation Criteria</b>		<b>Possible Points</b>
<b>Weight: 5</b> <b>Rating: 1-5</b>		
Project Work Plan	Weight: 5 Rating: 1-5	25
Ability/Qualifications to implement the Scope of Work and requested components for the Microsoft Fabric Readiness, Licensing & Implementation Advisory Services	Weight: 5 Rating: 1-5	25
Background and Experience	Weight: 5 Rating: 1-5	25
Price	Weight: 5 Rating: 1-5	25
<b>Total Points</b>		<b>100</b>

Finalist Firms may be required to provide a presentation(s) of their proposals during a Board of Directors meeting in Brownsville, Texas. Presentations may encompass, but not be limited to, past projects and demonstration of ability to understand and provide a design based on client needs.

*Please be advised that cost will not be the sole determining factor in BPUB's selection of the consulting Firm. The decision to conduct interview or check proposer's references of individual Firms, all Firms or no Firms is at the sole discretion of BPUB.*

## **SCOPE OF WORK & REQUESTED COMPONENTS**

The following table identifies the specific Microsoft Fabric components for which BPUB is seeking pricing and implementation information:

<b>Component</b>	<b>Description / Purpose</b>	<b>SKU / Notes</b>
<b>Microsoft Fabric F-SKU Capacity</b>	Core compute capacity for Lakehouse, pipelines, and Power BI Direct Lake. Covers Bronze/Silver/Gold Medallion processing.	<i>F2 (Year 1), F4 (Year 3+) — confirm recommendation</i>
<b>OneLake (Unified Data Lake)</b>	Centralized storage for all Delta Parquet data layers. South Central US region required.	<i>Included in F-SKU — confirm storage rate (\$/GB)</i>
<b>Fabric Data Factory (ETL Pipelines)</b>	Automated pipelines connecting PostgreSQL (Compass MDM), SQL Server (Cayenta CIS), REST APIs (L&G HES, Badger BEACON), and CSV/Excel ingestion.	<i>Included in F-SKU — confirm connector availability</i>
<b>Power BI Direct Lake</b>	Operational KPI dashboards with no import refresh latency. ~10–20 concurrent internal users.	<i>Confirm coverage under existing Power BI licenses</i>
<b>Real-Time Intelligence / Eventstream</b>	Event-driven ingestion for AMI outage telemetry and last-gasp events. Future-phase capability.	<i>Confirm F-SKU inclusion or add-on cost</i>
<b>On-Premises Data Gateway</b>	Required for connecting any on-premise source systems to Fabric pipelines.	<i>Confirm compatibility and licensing</i>
<b>Entra ID / Azure AD Integration</b>	RBAC and workspace identity management integrated with existing BPUB Microsoft 365 tenant.	<i>Confirm coverage under existing M365 EA</i>
<b>Azure Monitor / Log Analytics</b>	Pipeline monitoring, alerting, and audit logging for production platform.	<i>Confirm estimated monthly cost at BPUB volume</i>
<b>Microsoft Purview (Optional)</b>	Data governance catalog, lineage tracking, and sensitivity labels. Regulatory reporting support.	<i>Confirm availability and incremental cost</i>

## **PROJECTED WORKLOAD PROFILE (SIZING REFERENCE)**

The following figures represent BPUB's projected steady-state AMI analytics workload upon full platform deployment (Year 2–3). Please use this profile for F-SKU sizing recommendations and pricing estimates based on a 5-year horizon.

<b>Workload Parameter</b>	<b>BPUB Estimate</b>
<b>Total AMI Endpoints</b>	~113,000 (electric + water combined)
<b>Electric Read Interval</b>	15-minute intervals (Landis & Gyr HES)
<b>Water Read Interval</b>	Hourly intervals (Badger BEACON SaaS)
<b>Raw Data Volume (Annual)</b>	~2–4 TB/year, growing ~30% annually
<b>Pipeline Activity Runs/Month</b>	~200 (Year 1); ~500 (Year 2–3)

Workload Parameter	BPUB Estimate
Concurrent Power BI Users	~10–20 internal analysts and operations staff
Pipeline Trigger Model	Scheduled daily/weekly batch (primary); event-driven outage telemetry (future)
Suggested F-SKU Year 1	F2 — please confirm appropriateness for this profile
Suggested F-SKU Year 3+	F4 — please confirm as HES and Eventstream pipelines onboard

**INFORMATION REQUESTED FROM VENDOR**

At a minimum, BPUB requests that the vendor's response address the following:

**6.1 Licensing & Pricing**

- F-SKU capacity pricing (F2, F4, F8) — monthly and annual commitment terms
- OneLake storage pricing — per-GB rate for hot and cool/archive tiers (South Central US region)
- Power BI Direct Lake — confirm whether coverage is included in F-SKU or requires separate Premium capacity
- Entra ID / Azure AD — confirm whether existing BPUB Microsoft 365 EA includes Fabric RBAC identity services
- Azure Monitor / Log Analytics — estimated monthly cost at BPUB's projected activity volume
- 5-year directional total cost estimate based on the workload profile in Section 5

**6.2 Enterprise Agreement Coverage**

- Confirm whether Microsoft Fabric F-SKU is available as an EA add-on under BPUB's existing agreement
- Identify EA discount applicability for a municipality of BPUB's size
- Identify any Microsoft cloud services BPUB may already have access to under the existing EA that overlap with this platform
- Describe F-SKU scaling provisions and whether mid-term adjustments are permitted under EA terms

**6.3 Implementation & Professional Services**

- Confirm vendor certification status for Microsoft Fabric / Azure advanced specialization
- Describe availability of Microsoft FastTrack for Fabric or equivalent onboarding program
- Provide a general timeline estimate for Phase 1: Fabric workspace provisioning, OneLake Lakehouse setup, and initial PostgreSQL / SQL Server pipeline connections
- Provide a directional one-time professional services cost estimate for Phase 1 implementation

**6.4 Connectivity Confirmation**

- Confirm Fabric Data Factory support for PostgreSQL (Compass MDM)
- Confirm Fabric Data Factory support for SQL Server (Cayenta CIS DataSync views)

- Confirm REST / OData API connector support for SaaS platforms (Badger BEACON SaaS and Landis & Gyr HES)
- Confirm On-Premises Data Gateway compatibility with Fabric pipelines
- Confirm scheduled Excel/CSV file ingestion support for interim HES and MDMS export files

### **ASSUMPTIONS**

- BPUB will provide access to relevant documentation and personnel.
- Consultant will have reasonable access to test environments (non-production) if required.
- Consultant will not perform actual implementation, only planning.

## COST SHEET

### P041-26 Microsoft Fabric Readiness, Licensing & Implementation Advisory Services

**Instructions:** Firm shall take into account all incurred expenses and cost of services when filling out the cost sheet and include it in the final proposal. Additional expenses shall be added to the Additional Expenses Section.

<b>Project Services</b>			
<b>PRODUCT/SERVICE DESCRIPTION</b>	<b>QTY (HRS)</b>	<b>UNIT COST/HOUR</b>	<b>TOTAL COST</b>
Section 6.1 – Licensing & Pricing			
Section 6.2 – Enterprise Agreement Coverage			
Section 6.3 – Implementation & Professional Services			
Section 6.4 – Connectivity Confirmation			
OneLake (Unified Data Lake) (Price per GB)			
<b>ADDITIONAL EXPENSES (if applicable)</b>			
1.			
2.			
3.			
<b>TOTAL COST:</b>			

NOTE: ADDITIONAL EXPENSES MAY INCLUDE MISCELLANEOUS EXPENSES NOT LISTED ABOVE.

**PRICING SHALL BE LISTED SEPARATELY FOR EACH SERVICE LISTED ABOVE. DO NOT INCLUDE ALL SERVICES LISTED AS ONE TOTAL LUMP SUM. PRICING SHOULD NOT INCLUDE ANY CONDITIONAL DISCOUNTS.**

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Signature (Failure to sign proposal will disqualify it)

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

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

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

## SAMPLE CONTRACT

### PROFESSIONAL CONSULTING AND TECHNICAL SERVICES CONTRACT

This Professional Consulting and Technical Services Contract (“**Contract**”), dated as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), is entered into by and between the PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS (“**Brownsville PUB**”) and [ENTER VENDOR’S NAME], a [ENTER VENDOR’S STATE & TYPE OF COMPANY, i.e., Texas, Limited Liability Company, Corporation, etc.], with offices located at [ENTER VENDOR’S STREET ADDRESS INCLUDING CITY/STATE/ZIP CODE] (“**Consultant**” and together with Brownsville PUB, the “**Parties**,” and each a “**Party**”).

WHEREAS, Consultant has the capability and capacity to provide [ENTER PROJECT NAME/SERVICES TO BE PROVIDED] as described herein.

WHEREAS, Brownsville PUB desires to engage Consultant to provide the said services under the terms and conditions hereinafter set forth, and Consultant is willing to perform such services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Scope of Services.

Consultant agrees to perform the professional consulting and technical services (the “**Services**”) described below and in Exhibit “A” Scope of Services attached hereto and incorporated herein for all purposes. The Parties by mutual agreement may provide for additional professional consulting and technical services to be performed under the terms and conditions of this Contract and described under any additional written Work Orders, pursuant to Paragraph 13 “Changes.” Nothing in this Contract shall be construed to prevent Brownsville PUB from performing for itself or from acquiring from other providers services that are similar to or identical to the Services.

2. Compensation.

Brownsville PUB will pay Consultant for the Services as outlined in Exhibit “B” Compensation, not to exceed compensation of [ENTER WRITTEN AMOUNT FOLLOWED BY FIGURES, i.e., One Thousand and 00/100 Dollars (\$1,000.00)].

3. Method of Payment.

A. Monthly statements, in Consultant’s standard format, will be submitted by Consultant to Brownsville PUB, as well as any supporting documentation requested by Brownsville PUB. Statements will be based on Consultant’s Services completed at the end of the preceding month. Brownsville PUB shall have sole discretion in the approval or disapproval of any compensation to Consultant. If Brownsville PUB disapproves of any charge, in whole or in part, it shall provide written notice to Consultant of the reasons

therefor. Brownsville PUB shall make whole or partial payment to Consultant within thirty (30) days of receipt of a statement.

B. Brownsville PUB will reimburse Consultant for all reasonable expenses incurred in accordance with Exhibit A, if such expenses have been pre-approved, in writing by Brownsville PUB, within 30 days of receipt by Brownsville PUB of an invoice from Consultant accompanied by receipts and supporting documentation reasonably acceptable to Brownsville PUB. All Consultant expenses not pre-approved by Brownsville PUB or not otherwise meeting the requirements of this Contract or Exhibit A shall be the sole responsibility of Consultant.

C. The fees set forth in this Contract shall cover and include all sales and use taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority on amounts payable by Brownsville PUB under this Contract, and in no event shall Brownsville PUB be required to pay any additional amount to Consultant in connection with such taxes, duties, and charges, or any taxes imposed on, or regarding, Consultant's income, revenues, gross receipts, personnel, or real or personal property or other assets.

D. Consultant shall keep accurate records, including time sheets and travel vouchers of all time and expenses allocated to performance of the Services. All such records shall be kept in the offices of Consultant for a period of not less than five (5) years and shall be made available to Brownsville PUB for inspection or copying upon reasonable request during regular business hours at Consultant's offices.

4. Consultant's Standard of Care

Consultant shall perform the Services (A) in accordance with the terms and subject to the conditions set forth in this Contract; (B) using personnel of required skill, experience, and qualifications; (C) in a timely, workmanlike, and professional manner; (D) with the same degree of care, skill, and diligence as is ordinarily provided by a professional services consultant providing similar services and similar circumstances for a project of which this Contract applies; (E) and shall give professional consultations and advice to Brownsville PUB during the performance of the Services; (F) in compliance with all applicable laws and regulations; and (G) to the reasonable satisfaction of Brownsville PUB.

5. Ownership of Documents

A. Consultant assigns to Brownsville PUB, Consultant's entire right, title, and interest in any document, data, studies, surveys, drawings, specifications, field notes, maps, model, photographs, reports, invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Consultant while working for or on behalf of Brownsville PUB, which relate to, is suggested by, or results from Consultant's provisions of the Services or this Contract and depends on either:

- i. Consultant's knowledge of Confidential Information (as defined in Section 6) it obtains from Brownsville PUB; or
- ii. The use of Brownsville PUB's equipment supplies, facilities, information, or materials.

B. Consultant shall disclose any such item described in subsection A of this Section 5 to Brownsville PUB. Consultant shall, upon request of Brownsville PUB, promptly execute a specific assignment of title to Brownsville PUB and do anything else reasonably necessary to enable Brownsville PUB to secure for itself, patent, trade secret, or any other proprietary rights in the United States or other countries. It shall be conclusively presumed that any patent applications related to this Contract, related to trade secrets of Brownsville PUB, or which relate to tasks assigned to Consultant by Brownsville PUB, which Consultant may file within one year after termination of this Contract, shall belong to Brownsville PUB, and Consultant hereby assigns same to Brownsville PUB, as having been conceived or reduced to practice during the term of this Contract.

C. All writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by Consultant in the course of performing services for Brownsville PUB, together with any associated copyrights, are works made for hire and the exclusive property of Brownsville PUB. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Contract shall constitute an irrevocable assignment by Consultant to Brownsville PUB of the ownership of any and all rights of copyright in, such items, and Brownsville PUB shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. Consultant shall give Brownsville PUB or its designees all assistance reasonably required to perfect such rights.

D. If for any reason, including incapacity, Brownsville PUB is unable to secure Consultant's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Section 5, or to enforce such rights, Consultant hereby designates Brownsville PUB as Consultant's attorney-in-fact and agent, solely and exclusively to act for and on Consultant's behalf to execute and file such documents with the same legal force and effect as if executed by Consultant and for no other purpose.

E. Consultant owns the discoveries, improvements, inventions, or intellectual property made or conceived by Consultant before the Effective Date and independently of any Confidential Information of Brownsville PUB and this Contract and are expressly reserved and excepted from the provisions of this Contract.

## 6. Confidentiality and Data Security.

A. All non-public, confidential, or proprietary information of Brownsville PUB ("**Confidential Information**"), including, but not limited to, business plans, specifications, designs, documents, data, business operations, customer lists, customer information,

including personally identifiable information, pricing, and any other business-related information disclosed or made available by Brownsville PUB to Consultant, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Contract is confidential, solely for Consultant's use in performing this Contract and may not be disclosed or copied unless authorized by Brownsville PUB in writing. Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Consultant's breach of this Contract; (ii) is obtained by Consultant on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) Consultant establishes by documentary evidence, was in Consultant's possession prior to Brownsville PUB's disclosure hereunder; or (iv) was or is independently developed by Consultant without using any Confidential Information. Upon Brownsville PUB's request, Consultant shall promptly return all documents and other materials received from Brownsville PUB. Brownsville PUB shall be entitled to injunctive relief for any violation of this Section.

B. At all times during the duration of this Contract and for any period of time Consultant accesses, stores, or processes any Confidential Information after the termination of this Contract, Consultant shall have in place appropriate data security processes and procedures as set forth in Exhibit D, the terms of which are incorporated herein by this reference.

7. Insurance.

A. Consultant agrees to maintain Worker's Compensation Insurance and Employers' Liability Insurance to cover all of its own personnel engaged in performing services for Brownsville PUB under this Contract in the following amounts:

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

B. Consultant also agrees to maintain Commercial General Liability, Business Automobile Liability, Umbrella Liability, and Cyber Liability Insurance covering claims against Consultant for damages resulting from bodily injury, death or property damages from accidents arising in the course of work performed under this Contract in the following amounts:

Commercial General Liability

Bodily Injury           \$1,000,000.00 each occurrence  
Property Damage       \$1,000,000.00 each occurrence

Business Automobile Liability for all vehicles:

Bodily Injury           \$50,000.00 each person, \$1,000,000.00 each occurrence  
Property Damage       \$1,000,000.00 each occurrence

Excess Umbrella Liability:

\$1,000,000.00

Cyber Liability:

\$250,000.00

Consultant shall also provide Professional Liability Insurance in the amount of \$1,000,000.00 per claim and annual aggregate.

C. Consultant shall add Brownsville PUB, its Board Members, Officers and employees, and the City of Brownsville, its Commissioners, Officers and employees as additional insureds on all required insurance policies, except workers' compensation/employer's liability. The insurance certificate(s) shall provide for thirty (30) calendar days advance notice to Brownsville PUB and City of any policy cancellation or material change. The Commercial General Liability and Excess Umbrella Liability Policy shall be of an "occurrence" type policy. The Commercial General Liability shall also include protection against claims insured by usual personal injury liability coverage and coverage for contractual liability assumed by Consultant.

D. Consultant shall furnish Brownsville PUB with Insurance Certificate(s) upon Brownsville PUB's reasonable request and at least ten (10) calendar days prior to field work commencement, which confirm that all required insurance policies are in full force and effect.

**8. INDEMNIFICATION AND LIMITATION OF LIABILITY.**

A. CONSULTANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BROWNSVILLE AND BROWNSVILLE PUB AND THEIR COMMISSIONERS, BOARD MEMBERS, OFFICERS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, LIABILITIES, OR EXPENSES 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 RESULTING FROM ANY CLAIM OF A THIRD PARTY OR BROWNSVILLE PUB ARISING OUT OF OR OCCURRING IN CONNECTION WITH, THE NEGLIGENT ACTS OR OMISSIONS OF, WILLFUL MISCONDUCT OF, OR BREACH OF THIS CONTRACT BY CONSULTANT OR ITS AGENTS OR EMPLOYEES.

B. EXCEPT FOR CONSULTANT'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SUBSECTION A OF THIS SECTION 8, TO THE EXTENT ALLOWED BY TEXAS LAW GOVERNING PUBLIC ENTITIES, CONSULTANT'S TOTAL LIABILITY TO BROWNSVILLE PUB FOR ANY LOSS OR DAMAGES FROM CLAIMS ARISING OUT OF, OR IN CONNECTION WITH, THIS CONTRACT FROM ANY CAUSE INCLUDING CONSULTANT'S STRICT LIABILITY, BREACH OF

CONTRACT, OR PROFESSIONAL NEGLIGENCE SHALL NOT EXCEED ONE MILLION DOLLARS. TO THE EXTENT ALLOWED BY TEXAS LAW, BROWNSVILLE PUB HEREBY RELEASES CONSULTANT FROM ANY LIABILITY EXCEEDING SUCH AMOUNT.

9. Addresses for Notices and Communications.

**BROWNSVILLE PUB**

NAME

TITLE

1425 Robinhood Drive

Brownsville, Texas 78521

Phone: (956) 983-XXXX

Email: xxxxx@brownsville-pub.com

**VENDOR**

NAME

TITLE

STREET ADDRESS

CITY, STATE ZIP CODE

Phone:

Email:

All notices and communications under this Contract must be in writing and shall be mailed or delivered to Brownsville PUB and Consultant at the above addresses (or to such other address that the receiving Party may designate from time to time in accordance with this Section).

10. Successors and Assignments.

Neither Party shall assign, transfer, delegate, or subcontract any of its rights or obligations under this Contract without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the transferring Party of any of its obligations hereunder. In the event of any assignment, transfer, delegation, or subcontracting, Brownsville PUB and Consultant each binds itself and its successors, executors, administrators and assigns to the other parties of this Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Contract. Nothing herein shall be construed as creating any personal liability on the part of any officer, Board Member, Commissioner, or employee of any public body which is a party and/or indemnitee hereto.

11. Termination of Contract for Cause.

If, through any cause, Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Consultant shall violate any of the covenants, agreements, warranties or stipulations in this Contract, Brownsville PUB shall have the

right, without prejudice to any other rights or remedies it may have under this Contract, to terminate this Contract by giving written notice to Consultant of such termination and specifying the date thereof, at least fifteen (15) calendar days before the effective date of such termination. Without prejudice to any other rights or remedies it may have under this Contract, Brownsville PUB shall have the right to terminate this Contract if in its sole opinion the work of the Consultant is not effective for the purpose it is being performed. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder provided such compensation is approved by Brownsville PUB in its sole discretion. The method of compensation herein shall be as provided in Section 3 of this Contract.

Notwithstanding the above, Consultant shall not be relieved of liability to Brownsville PUB for damages sustained by Brownsville PUB by virtue of any intentional and/or negligent act or omission or any breach of this Contract by Consultant, and Brownsville PUB may withhold any payments to Consultant for the purpose of setoff, until such time as the exact amount of damages due Brownsville PUB from Consultant is determined.

Subject to Section 8, Consultant agrees that Brownsville PUB shall have all rights and remedies afforded to it at law to recover any damages sustained by Brownsville PUB in connection with the work performed by Consultant under this Contract, including regulatory fines and penalties, attorneys' fees and expert witness costs associated with the defense against any cause of action related to this Contract. In addition, Brownsville PUB shall, in addition to any damages to which it is entitled, be entitled to seek immediate injunctive relief against Consultant prohibiting further actions inconsistent with Consultant's obligations under this Contract. Brownsville PUB shall also have all rights and remedies afforded to it in equity to enforce the terms of this Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

12. Termination for Convenience.

Brownsville PUB may terminate this Contract at any time by giving at least thirty (30) calendar days notice in writing to Consultant. If the Contract is terminated by Brownsville PUB as provided herein, Consultant will be paid for the Services provided and approved expenses incurred up to the termination date if such compensation is approved by Brownsville PUB, which approval shall not be unreasonably withheld. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, provided such compensation is approved by Brownsville PUB, which shall not be unreasonably withheld. The method of compensation herein shall be as provided in Section 3 of this Contract.

Notwithstanding the above, Consultant shall not be relieved of liability to Brownsville PUB for damages sustained by Brownsville PUB by virtue of any intentional and/or negligent act or omission or any breach of this Contract by Consultant, and Brownsville PUB may reasonably withhold a sufficient portion of any payments to Consultant for the purpose of

setoff until such time as the exact amount of damages due Brownsville PUB from Consultant is determined.

Consultant agrees that Brownsville PUB shall have all rights and remedies afforded to it at law to recover any damages sustained by Brownsville PUB in connection with the work performed by Consultant under this Contract. Brownsville PUB shall also have all rights and remedies afforded to it in equity to enforce the terms of this Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

13. Changes.

Brownsville PUB may, from time to time, request changes in the scope of the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between Brownsville PUB and Consultant shall be incorporated in written amendments to this Contract called "Work Orders".

14. Reports and Information.

Consultant, at such times (but not more than once per month unless an emergency situation arises), and in such forms as Brownsville PUB may require, shall furnish Brownsville PUB such periodic reports as they may request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred or to be incurred in connection therewith, and any other matter covered by this Contract.

15. Civil Rights.

Consultant shall comply with all applicable federal, state, and local laws regarding nondiscrimination and equal employment opportunity, as set forth in Consultant's policy statement which shall be provided to Brownsville PUB upon request.

16. Entire Agreement.

This Contract, including and together with any Work Orders, exhibits, schedules, and attachments, each of which will be attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties concerning the subject matter of this Contract.

17. Waiver.

The failure or delay on the part of any Party herein at any time to require the performance by any other Party of any portion of this Contract shall not be deemed a waiver, or in any way affect that Party's rights to enforce such provision or any other provision. Any waiver

by any Party herein of any provision hereof shall not be taken or held to be a waiver unless explicitly set forth in writing and signed by the Party so waiving and shall not be a waiver of any other provision hereof or any other breach hereof. No single or partial exercise of any right, remedy, power, or privilege hereunder shall preclude any other or further exercise thereof.

18. Severability.

The invalidity, illegality, or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract or invalidate or render unenforceable such provision in any other jurisdiction. Upon a determination that any provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Contract to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19. Survival.

Any and all representations, conditions, and warranties made by Consultant under this Contract are of the essence of this Contract and shall survive the execution, delivery and termination of it, and all statements contained in any document required by Brownsville PUB, whether delivered at the time of the execution or at a later date, shall constitute Consultants representations and warranties hereunder.

20. Force Majeure.

No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such Party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events (each a "**Force Majeure Event**"): (A) acts of God; (B) flood, fire, earthquake, pandemic, or explosion; (C) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (D) government order, law, or action; (E) national or regional emergency; or (F) other similar events beyond the reasonable control of the Impacted Party. Notwithstanding the foregoing, Consultant's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section 20.

The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 20, the other Party may thereafter immediately terminate this Contract upon written notice.

21. Governing Law.

This Contract is governed by the laws of the State of Texas without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas and all obligations of the Parties under this Contract are performable in Cameron County, Texas.

22. Choice of Forum.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Contract, including all exhibits, schedules, attachments, and appendices attached to this Contract, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the state or federal court located in Cameron County, Texas. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the state or federal court located in Cameron County, Texas. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

23. Time for Performance.

The Services shall be completed in accordance with the performance schedule as outlined in Exhibit "C", except to the extent timely performance is prevented by a Force Majeure Event, subject to the terms of Section 20.

24. Attorney's Fees.

If it is necessary for either Party herein to file a cause of action at law or in equity against the other Party due to: (A) a breach of this Contract or (B) any intentional and/or negligent act or omission by the other Party, the non-breaching or non-negligent Party shall be entitled to reasonable attorney's fees and costs, and any necessary disbursements, in addition to any other relief to which it is legally entitled.

25. Cumulative Remedies.

All Parties shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret or enforce the terms of this Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

26. State or Federal Laws.

This Contract is subject to all applicable Federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal government authority having jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

27. No Third-Party Beneficiary.

The Parties are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto.

28. Dispute Resolution.

In the event a dispute arises between the Parties, then as a condition precedent to any legal action by either Party, the Parties shall first refer the dispute to upper management for good faith negotiations for ten (10) calendar days, and if not resolved, then the Parties agree to participate in at least one session of mediation, as needed, in an effort to resolve the dispute. The Parties agree to split the mediator's fees equally, but each Party shall bear its own legal fees for the mediation. The mediation shall be administered by a mutually agreeable mediation service and shall be held in Cameron County, Texas, unless Brownsville PUB agrees to another location.

29. Amendments.

No amendment to, or modification or termination of this Contract is effective unless it is in writing, identified as an amendment to or modification or termination of this Contract, and signed by an authorized representative of each Party.

30. Independent Contractor.

A. It is understood and acknowledged that the Services which Consultant will provide to Brownsville PUB hereunder shall be in the capacity of an independent contractor and not as an employee or agent of Brownsville PUB. Consultant shall control the conditions, time, details, and means by which Consultant performs the Services. Brownsville PUB shall have the right to inspect the work of Consultant solely for the purpose of determining whether the work is completed according to this Contract and any applicable Work Order.

B. Consultant has no authority to commit, act for or on behalf of Brownsville PUB, or to bind Brownsville PUB to any obligation or liability.

C. Consultant shall not be eligible for and shall not receive any employee benefits from Brownsville PUB and shall be solely responsible for the payment of all taxes, FICA,

federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Consultant hereunder.

31. Counterparts.

This Contract may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 9, a signed copy of this Contract delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed as of the Effective Date by their respective officers thereunto duly authorized.

[ENTER VENDOR'S NAME]

By: \_\_\_\_\_  
[NAME OF AUTHORIZED SIGNER]  
[TITLE OF SIGNER]

PUBLIC UTILITIES BOARD OF THE  
CITY OF BROWNSVILLE, TEXAS

By: \_\_\_\_\_  
Marilyn D. Gilbert, MBA  
General Manager and CEO

**EXHIBIT “A”**

**SCOPE OF SERVICES FOR  
PROJECT/TYPE OF SERVICES TO BE PROVIDED**

Refer to **PROJECT/TYPE OF SERVICES** proposal submitted by **[ENTER VENDOR’S NAME]** dated Month/Day/Year, the terms of which are incorporated herein by this reference.

**ADD SCOPE OF SERVICES**

## EXHIBIT “B”

### COMPENSATION FOR PROJECT/TYPE OF SERVICES TO BE PROVIDED

Consultant proposes to perform the work and services described above through the **PROJECT/TYPE OF SERVICES TO BE PROVIDED** project. Consultant will establish Project requirements, determine Project policy matters, ensure satisfactory completion of the work and services, and be directly responsible for the Project. Consultant shall not be reassigned away from this engagement without the prior written consent of Brownsville PUB.

Consultant proposes to perform all work and services described in Exhibit “A” Scope of Services, for the estimated cost of **\$XX,XXX.XX**. Invoices will be submitted monthly. Should the work and Services be completed for less than that amount, Brownsville PUB will only be billed for actual work and services completed. All actual out of pocket expenses incurred in the course of this engagement will be billed at actual cost for reimbursement by Brownsville PUB. Consultant is willing to adjust the proposed scope and the related fee to meet the specific needs of Brownsville PUB. Total billings for this work scope shall not exceed the above estimate **without Brownsville PUB’s written approval**.

**ADD FEES/OTHER RELATED FEES APPLICABLE TO CONTRACT, i.e., Hourly Rate Schedule**

**EXHIBIT “C”**

**SCHEDULE FOR  
PROJECT/TYPE OF SERVICES TO BE PROVIDED**

Consultant understands that the scope of services outlined herein should be completed within. Consultant proposes to initiate the Project after both parties have signed the contract, subject to Brownsville PUB’s written authorization to proceed. It is understood that Consultant’s ability to complete the tasks within the established time frame is dependent, in large part, on the receipt of any existing, available, and necessary data from Brownsville PUB at the beginning of the Project, and Brownsville PUB’s timely response with review comments and input.

The term of this contract shall be from Month/Day/Year through Month/Day/Year.

## EXHIBIT "D"

### DATA SECURITY REQUIREMENTS

#### 1. Definitions.

Unless defined in the Contract or elsewhere in this Exhibit, capitalized terms used herein shall have the meanings set forth in this Section 1.

**"Authorized Employees"** means Consultant's employees who have a need to know or otherwise access Personal Information to enable Consultant to perform its obligations under the Contract.

**"Authorized Persons"** means (A) Authorized Employees; and (B) Consultant's permitted contractors, agents, own service providers, as each is specified on Attachment 1 to this Exhibit D who have a need to know or otherwise access Personal Information to enable Consultant to perform its obligations under the Contract, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of the Contract.

**"Highly Sensitive Personal Information"** means (A) an individual's government-issued identification number (including social security number, driver's license number, or state-issued identification number); (B) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; (C) biometric, genetic, health, medical, or medical insurance data; (D) geolocation data; or (E) information regarding racial or ethnic origin, religious beliefs, sex life or sexual orientation, union membership, or citizenship or immigration status.

**"Personal Information"** means information provided to Consultant by or at the direction of Brownsville PUB, information which is created or obtained by Consultant on behalf of Brownsville PUB, or information to which access was provided to Consultant by or at the direction of Brownsville PUB, in the course of Consultant's performance under the Contract that: (A) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (B) can be used to identify or authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or pins, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, an individual's internet activity or similar interaction history, inferences drawn from other personal information to create consumer profiles, geolocation data, an individual's commercial, employment, or education history, and other personal characteristics and identifiers), in case of both subclauses (A) and (B), including, without limitation, all Highly Sensitive Personal Information. Brownsville PUB's business contact information is not by itself deemed to be Personal Information.

"**Security Breach**" means (A) any act or omission that compromises either the security, confidentiality, availability, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by Consultant (or any Authorized Persons), or by Brownsville PUB should Consultant have access to Brownsville PUB's systems, that relate to the protection of the security, confidentiality, availability, or integrity of Personal Information, (B) receipt of a complaint in relation to the privacy and data security practices of Consultant (or any Authorized Persons), or (C) a breach or alleged breach of the Contract relating to confidentiality, privacy, and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

2. Standard of Care.

A. Consultant acknowledges and agrees that, in the course of its engagement by Brownsville PUB, Consultant may create, receive, or have access to Personal Information. Consultant shall comply with the terms and conditions set forth in the Contract in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Persons. Consultant shall be responsible for, and remain liable to, Brownsville PUB for the actions and omissions of all Authorized Persons concerning the treatment of Personal Information as if they were Consultant's own actions and omissions.

Personal Information is deemed to be Confidential Information of Brownsville PUB and is not confidential information of Consultant. In the event of a conflict or inconsistency between this Exhibit and the confidentiality or compliance with law sections of the Contract, the terms and conditions set forth in this Exhibit shall govern and control.

B. In recognition of the foregoing, Consultant agrees and covenants that it shall:

- i. keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
- ii. not create, collect, receive, access, or use Personal Information in violation of law;
- iii. use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of the Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Consultant's own purposes or for the benefit of anyone other than Brownsville PUB, in each case, without Brownsville PUB's prior written consent; and
- iv. not, directly or indirectly, disclose Personal Information to any person other than its Authorized Persons, including any, subcontractors, agents, its own service providers, or auditors (an "**Unauthorized Third Party**"), without Brownsville PUB's prior written consent unless and to the extent required by government authorities or as otherwise, to the extent expressly required, by applicable law, in

which case, Consultant shall (a) use best efforts and to the extent permitted by applicable law notify Brownsville PUB before such disclosure or as soon thereafter as reasonably possible; (b) be responsible for and remain liable to Brownsville PUB for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Personal Information as if they were Consultant's own actions and omissions; and (c) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of the Contract relating to the treatment of Personal Information.

3. Information Security.

A. Consultant represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Information does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.

B. Consultant shall implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually.

C. Without limiting Consultant's obligations under section 3(A), Consultant shall implement administrative, physical, and technical safeguards to protect Personal Information from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of the Contract.

If, in the course of its engagement by Brownsville PUB, Consultant has access to or will collect, access, use, store, process, dispose of, or disclose credit, debit, or other payment cardholder information, service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("**PCI DSS**") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Consultant's sole cost and expense.

D. At a minimum, Consultant's safeguards for the protection of Personal Information shall include: (i) limiting access of Personal Information to Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls within media, applications, operating systems, and equipment, including the use of multifactor authentication for access to any Personal Information; (vi) encrypting Personal Information stored on any media; (vii) encrypting Personal Information when transmitted; (viii) strictly segregating Personal Information from information of Consultant or its other customers so that Personal

Information is not commingled with any other types of information; (ix) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Consultant's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (x) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (xi) providing appropriate privacy and information security training to Consultant's employees.

E. During the term of each Authorized Employee's employment by Consultant, Consultant shall at all times cause such Authorized Employees to abide strictly by Consultant's obligations under the Contract. Consultant further agrees that it shall maintain a disciplinary process to address any unauthorized access, use, or disclosure of Personal Information by any of Consultant's officers, partners, principals, employees, agents, or contractors. Upon Brownsville PUB's written request, Consultant shall promptly identify for Brownsville PUB in writing all Authorized Employees as of the date of such request.

Upon Brownsville PUB's written request, Consultant shall provide Brownsville PUB with a network diagram that outlines Consultant's information technology network infrastructure and all equipment used in relation to fulfilling its obligations under the Contract, including, without limitation: (i) connectivity to Brownsville PUB and all third parties who may access Consultant's network to the extent the network contains Personal Information; (ii) all network connections, including remote access services and wireless connectivity; (iii) all access control measures (for example, firewalls, packet filters, intrusion detection and prevention services, and access-list-controlled routers); (iv) all backup or redundant servers; and (v) permitted access through each network connection.

#### 4. Security Breach Procedures.

A. Consultant shall:

i. Provide Brownsville PUB with the name and contact information for one or more employees of Consultant who shall serve as Brownsville PUB's primary security contact and shall be available to assist Brownsville PUB twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;

ii. Notify Brownsville PUB of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Consultant becomes aware of it; and

iii. Notify Brownsville PUB of any Security Breaches by telephone at the following number: **[ENTER TELEPHONE NUMBER]**, with a copy by email to the individual identified in the Notices section of the Contract.

B. Immediately following Consultant's notification to Brownsville PUB of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach. Consultant agrees to fully cooperate with Brownsville PUB in Brownsville PUB's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing Brownsville PUB with physical access to the facilities and operations affected; (iii) facilitating interviews with Consultant's employees and others involved in the matter;

and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by Brownsville PUB.

C. Consultant shall at its own expense use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. Consultant shall reimburse Brownsville PUB for all actual costs incurred by Brownsville PUB in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to Section 4(D).

D. Consultant agrees that it shall not inform any third party of any Security Breach without first obtaining Brownsville PUB's prior written consent. Further, Consultant agrees that Brownsville PUB shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in Brownsville PUB's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

E. Consultant agrees to maintain and preserve all documents, records, and other data related to any Security Breach.

F. Consultant agrees to fully cooperate at its own expense with Brownsville PUB in any litigation, investigation, or other action deemed necessary by Brownsville PUB to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Information.

In the event of any Security Breach, Consultant shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

## 5. Oversight of Security Compliance.

Upon Brownsville PUB's written request, to confirm Consultant's compliance with the Contract, as well as any applicable laws, regulations, and industry standards, Consultant grants Brownsville PUB or, upon Brownsville PUB's election, a third party on Brownsville PUB's behalf, permission to perform an assessment, audit, examination, or review of all controls in Consultant's physical and/or technical environment in relation to all Personal Information being handled and/or services being provided to Brownsville PUB pursuant to the Contract. Consultant shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores, or transports Personal Information for Brownsville PUB pursuant to the Contract. In addition, upon Brownsville PUB's request, Consultant shall provide Brownsville PUB with the results of any audit by or on behalf of Consultant performed that assesses the effectiveness of Consultant's information security program as relevant to the security and confidentiality of Personal Information shared during the course of the Contract, including but not limited to any Service Organization Controls (SOC) Type 2 audit.

6. Return or Destruction of Personal Information.

At any time during the term of the Contract at Brownsville PUB's request or upon the termination or expiration of the Contract for any reason, Consultant shall, and shall instruct all Authorized Persons to, promptly return to Brownsville PUB all copies, whether in written, electronic, or other form or media, of Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to Brownsville PUB that such Personal Information has been returned to Brownsville PUB or disposed of securely. Consultant shall comply with all directions provided by Brownsville PUB with respect to the return or disposal of Personal Information.

7. Equitable Relief.

Consultant acknowledges that any breach of its covenants or obligations set forth in this Exhibit D may cause Brownsville PUB irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, Brownsville PUB is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which Brownsville PUB may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in the Contract to the contrary.

8. Material Breach.

Consultant's failure to comply with any of the provisions of this Exhibit D is a material breach of the Contract. In such event, Brownsville PUB may terminate the Contract effective immediately upon written notice to Consultant without further liability or obligation to Consultant.

## REQUIRED FORMS CHECKLIST

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

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

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

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 SOCIALSECURITY#: \_\_\_\_\_

**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  
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**



**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**

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 (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 RFP, 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 RFB, 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 RFB, 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

**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  
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.

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

**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.

<b>Social security number</b>													
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>													
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<b>Employer identification number</b>													
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**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

**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:**

**Instead use Form:**

- 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

**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"/> 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> <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"/> 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	
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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. 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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: 60%; border-bottom: 1px solid black;">City or town, state or province. Include postal code where appropriate.</td> <td style="width: 40%; border-bottom: 1px solid black;">Country</td> </tr> </table>		City or town, state or province. Include postal code where appropriate.	Country														
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