



Brazos River Authority



Request for Bids

January 12, 2024

RFB No. 24-1326

Dear Prospective Respondent:

Sealed Bids will be received by the Purchasing Agent or other designee of the Brazos River Authority no later than **10:00 AM, February 8, 2024** for **Laboratory Analytical Services**. All qualified firms including Small, Minority, Women Owned Businesses and Historically Underutilized Businesses are encouraged to submit bids in response to this request.

Bids must be submitted and received no later than the due date and time specified. Any Bid received later than the specified time, shall not be considered. The BRA is **NOT** responsible for ensuring the delivery of Bids.

Refer to Section 17. Delivery of Bid Submittals for instructions on submitting a response to this solicitation.

Bid must be clearly identified as follows on the outside of the sealed physical submission or the electronic submission subject line. The BRA shall not be responsible for submissions that are not properly identified. Proper identification of Respondent's bid is the sole responsibility of the Respondent and failure to do so may result in the submission not being included in the bid opening:

RFB TITLE: Laboratory Analytical Services

RFB NO: 24-1326

RFB DUE DATE: 10:00 AM, February 8, 2024

The BRA shall have the right to accept or reject any or all Bids, or any part thereof, and to waive any technicalities in the interest of the BRA.

BRA will evaluate all relevant health, safety and business factors on all solicitations to determine when to initiate a notice to proceed on all projects, delivery of goods and/or services or procurement of construction related services to best attempt to balance BRA needs and to protect the health and safety of BRA employees, the employees of respondents and the public at large.

Sincerely,

Allison Sheeler

Allison Sheeler, CTCD
Purchasing Agent

4600 Cobbs Drive • Waco, Texas 76710
254 761 3153

SUPPLIER DIVERSITY PURCHASING POLICY

The Brazos River Authority (BRA) will ensure that purchases of equipment, materials, supplies, and/or services conform with Texas Procurement law as applicable to the BRA, are cost effective, and contribute to the competitiveness of the BRA and its customers.

Procurement activities will be conducted in an open and fair manner with equal opportunity provided to all qualified parties. The BRA will provide equal contracting opportunities as provided by all applicable State and Federal laws to small business enterprises, Historically Underutilized Businesses and Disadvantaged Business enterprises.

GENERAL INSTRUCTIONS TO RESPONDENTS

The Work consists of the furnishing of all labor, materials, services, equipment, and appliances required for the delivery and the supplying of products and/or services as described herein and in the contract documents.

1. BID SUBMISSION: Bids must be received no later than the Bid opening date and time specified above. All Bids received after closing time will not be considered.

A. To be considered as eligible, a Respondent shall have complied with all legal requirements to permit him to operate in the State of Texas.

B. Bids must be emailed, mailed or hand delivered to be considered.

2. WITHDRAWAL OF BIDS: No Bid may be withdrawn for a period of ninety (90) days after Bid opening, except by 1) either mutual consent of the BRA and Respondent; or 2) previously submitted Bids may be withdrawn upon written request received from Respondent prior to time established for receipt of Bids.

3. SIGNATURE ON BIDS: To be valid, Bids must be signed by an authorized person. By such signature, Respondent agrees to strictly abide by the terms, conditions, and Scope of work embodied in this Request for Bids.

4. EXAMINATION OF BID DOCUMENTS: Before submitting a Bid, all Respondents shall examine the complete Request for Bids, including Bid Notice, Instruction to Respondent, and Scope of Services, all of which are part of the Bid Documents.

5. ADDENDA: *Unless otherwise stated in the Bid*, answers to all questions, inquiries, and request for additional information will be issued in the form of Addenda. During the Bid period, prospective Respondent may be advised by Addenda of additions, deletions from, or changes in the requirements of the Bid Documents. The BRA will not be responsible for the authenticity or correctness of oral interpretations of the Bid documents or for information obtained in any other manner than through the media of Addenda. Receipt of each Addendum shall be acknowledged by Respondent.

Any questions concerning this Bid should be emailed to **Allison Sheeler**, Purchasing Agent, no later than five (5) days prior to the opening of the Bid at submissions@brazos.org. This is to allow the BRA sufficient time to respond to inquiries and provide information to all interested Respondents by Addendum. *Unless otherwise stated in the Bid*, Addenda will be posted on the BRA web site at www.brazos.org. Doing Business, Purchasing and Professional Services, Request for Bids.

Respondent is responsible for checking the BRA web site (www.brazos.org) for updates and Addenda until the time at which the submission is due. Failure to respond to all requirements, including those Addenda, shall be grounds for rejection of your Bid.

6. TAXATION: The BRA is exempt under the Texas Sales Tax and Use Tax Laws, and the Respondent shall not include such taxes in the Bid.

7. QUALIFICATION OF RESPONDENTS: The BRA reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Respondent fails to satisfy the BRA that such Respondent is properly qualified to carry out the obligations of the contract and to

complete the Work contemplated herein. Conditional Bids will not be accepted.

8. CONSIDERATION OF BIDS: Unless stated otherwise in the Advertisement or Request for Bids, the properly identified Bids received on time will be opened publicly and read aloud. Respondents are invited to be present.

9. COMPLIANCE WITH SCOPE OF SERVICES AND RIGHT OF SELECTION: The Respondent shall abide by and comply with the true intent of the scope of services and not take advantage of any unintentional error or omission.

10. QUANTITIES: Unless stated otherwise in this Bid, the BRA is obligated during the period stipulated to purchase all of its normal requirements from the successful Respondent and the Respondent is obligated to supply the quantities which the BRA requires for its operation. The quantities stated are given as a general guide for bidding but are not guaranteed amounts, they represent the best estimated usage. The BRA reserves the option to purchase more or less of these services at the Bid price.

11. REPRESENTATIONS: By execution and submission of this Bid, the Respondent hereby represents and warrants to the BRA that Respondent has read and understands the Bid Documents and this Bid is made in accordance with the Bid Documents.

12. INDEMNIFICATION:
THE RESPONDENT SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS AND SHALL EXONERATE, INDEMNIFY AND HOLD HARMLESS THE BRA FROM ANY AND ALL LIABILITY OR DAMAGES RESULTING FROM FAILURE TO DO SO.

IN ADDITION, THE RESPONDENT AGREES TO INDEMNIFY, KEEP, SAVE AND HOLD THE BRA HARMLESS FROM ANY AND ALL ACTIONS, LIABILITIES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES, IN CASE AN ACTION IS FILED OR DOES IN ANY WAY ACCRUE AGAINST THE BRA, ITS OFFICIALS, OFFICERS, AND EMPLOYEES IN CONSEQUENCE OF THE AWARDED CONTRACT FOR ANY NEGLIGENT ACT OR OMISSION OF THE RESPONDENT IN THE PROVISION OF SERVICES UNDER THE AWARDED CONTRACT, OR THAT MAY RESULT FROM THE CARELESSNESS OR LACK OF SKILL OF THE RESPONDENT OR THE RESPONDENT'S OFFICERS, AGENT, CONTRACTORS, ASSIGNS OR EMPLOYEES. IN THE EVENT A JUDGMENT IS RECOVERED AGAINST THE BRA FOR ANY SUCH LIABILITY, COSTS OR EXPENSES, SUCH JUDGMENT SHALL BE CONCLUSIVE AGAINST THE RESPONDENT.

IT IS SPECIFICALLY UNDERSTOOD AND AGREED BY THE RESPONDENT THAT SUCH INDEMNITY IS INDEMNITY BY THE RESPONDENT TO INDEMNIFY AND PROTECT THE BRA FROM LIABILITY, CLAIMS, SUITS, LOSSES, DAMAGES OR CAUSES OF ACTION DUE TO THE RESPONDENT'S NEGLIGENCE, ERROR OR OMISSION.

13. EVALUATION FACTORS: Respondents may furnish pricing for all or any portion of the solicitation (unless otherwise specified). The BRA may evaluate and award a contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the BRA. Bids that specify an "All or None" award may be considered if a single award is advantageous. In the event of a mathematical discrepancy on the Bid Form, the BRA will only consider the price determined to be most advantageous to the BRA.

14. CRITERIA FOR AWARD: The BRA shall determine and select the Lowest Responsible Bidder from the Vendor/Provider, based solely upon the criteria contained within the bid documents. .

15. TERMINATION:

The awarded contract may be terminated at any time by the BRA, in BRA's sole discretion, for any cause or for convenience without penalty or liability. Upon receipt of such notice, the supplier shall immediately discontinue all services and actions. The BRA shall pay the Respondent promptly the accrued and unpaid amounts due for services to the date of termination, to the extent the services are approved by the BRA.

16. CHANGE OF CONTRACT PRICE:

The agreed upon contract price shall not be exceeded without the prior written consent of the BRA and may only be modified by a written amendment to the contract executed by both BRA and Respondent.

17. PAYMENT: Unless otherwise specified, payment for services and/or product will be processed within thirty (30) days from invoice date and acceptance of work and/or product. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing. Unit price on invoice shall be in two (2) decimal places only, i.e., \$.XX.

The BRA has set a goal to have as much paperwork submitted electronically. Respondents are asked to submit invoices electronically to the following Accounts Payable email address: accounts_payable@brazos.org. Respondents who use the electronic service should not mail the original invoice.

18. CONFIDENTIALITY OF DOCUMENTS: The BRA is subject to the Texas Public Information Act (PIA). Any information submitted to the BRA by a Respondent shall be considered non-confidential and available to the public, except as follows:

In the event a Respondent considers a specific portion of their Bid to be confidential and subject to an exception to disclosure under the PIA, such portion must be clearly identified and marked

"CONFIDENTIAL". Do not mark an entire submittal confidential, as this is not in conformance with the PIA and is not acceptable. Only the specific portion or portions of the Bid that the Respondent considers to be confidential pursuant to the PIA should be marked. **IF AN ENTIRE BID IS MARKED CONFIDENTIAL, THE BRA WILL NOT TREAT ANY PORTION OF THE BID AS CONFIDENTIAL AND THE BID MAY BE REJECTED AS NON-CONFORMING.** The BRA will honor notations of confidentiality made in accordance with this paragraph and decline to release such information initially. However, final determination of whether a particular portion of a Bid may in fact be withheld pursuant to the PIA will be made by the Texas Attorney General or a court of competent jurisdiction.

In the event a public information request is received for a portion of a Bid that has been marked confidential, the BRA shall ask the affected Respondent if the information may be released. If the release is agreed to, the BRA shall release the information.

If the release is denied, the matter shall be referred to the Texas Attorney General's Office in accordance with the process set forth in the PIA. The Respondent shall be fully and solely responsible for submitting arguments and evidence within the statutory timeframes to the Texas Attorney General's Office regarding its claim of confidentiality. The BRA will **NOT** submit arguments on behalf of the Respondent.

The Texas Attorney General's office shall rule on the matter. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information may not be withheld, then such information will be made available to the requester. If it is determined that the information may be withheld, BRA will withhold the information from the requestor.

Pricing information contained in Bids or contracts is not considered confidential under the PIA and will be disclosed without making a request to the Texas Attorney General.

**REQUEST FOR BIDS
LABORATORY ANALYTICAL SERVICES
RFB NO. 24-1326**

SUBMITTAL SCHEDULE

Bids are posted on the BRA website and prospective Respondents should check www.brazos.org> Doing Business>, Purchasing & Professional Services>, Request for Bids for potential updates to Bid requirements.

Friday, January 12, 2024	RFB is available to download from the BRA website at http://www.brazos.org/Doing-Business/Purchasing-Professional-Services/Request-for-Bids and click on “View this RFB”.
4:00 PM, Wednesday, January 24, 2024	Last date and time to ask questions or request additional information. Email questions to submissions@brazos.org .
4:00 PM, Friday, January 26, 2024	Post response to questions received as of the deadline or as soon thereafter, as an Addendum on the BRA website – www.brazos.org/ Doing Business/Purchasing and Professional Services/Request for Bids .
10:00 AM, Thursday, February 8, 2024	Bids are due.
11:00 AM, Thursday, February 8, 2024	Bids will be opened and read out loud virtually at the link below..... https://youtube.com/live/GftUxFWh7yg?feature=share

Local time prevailing.

**REQUEST FOR BIDS
LABORATORY ANALYTICAL SERVICES
RFB NO. 24-1326**

1. General

The Brazos River Authority (BRA) is currently requesting sealed bids from laboratories who are National Environmental Laboratory Accreditation Program (NELAP) accredited by the State of Texas to provide professional, accurate, and defensible laboratory analysis services for the routine analysis of compost, stormwater, reuse, influent, and/or effluent samples for a variety of analyses listed in Table 1.0. for ten (10) municipal wastewater treatment facilities for compliance with Texas Pollutant Discharge Elimination System (TPDES) Permits and Storm Water Multi-Sector General Permits.

2. Scope of Services

TPDES permits at BRA operated wastewater treatment facilities require analytical testing laboratory services. The BRA will collect samples for analysis at ten (10) wastewater treatment facilities for analysis of some or all of the parameters below:

- i. Alkalinity,
- ii. Ammonia as N (NH₃-N),
- iii. (C)BOD-5,
- iv. E.coli,
- v. Fecal Coliform by MTF for compost,
- vi. Nitrite (NO₂),
- vii. Nitrate (NO₃),
- viii. Turbidity,
- ix. Total Phosphorus as P (TP),
- x. Total Solids and Volatile Solids (TS/VS),
- xi. Total Suspended Solids and Volatile Suspended Solids (TSS/VSS),
- xii. Selenium (Se),
- xiii. Hexavalent Chromium (Cr(VI)),
- xiv. Stormwater Metals (As, Ba, Cd, Cr, Cu, Pb, Mn, Hg, Ni, Se, Ag, and Zn)

The BRA will prepare the samples for pickup by the Laboratory. No third-party courier service will be allowed under this Contract.

Five locations are established for pick up in the Fort Bend/Brazoria County area and two in the Williamson/Bell County area. All bidders will need to be geographically located close enough to the BRA facilities to ensure that all sample hold-times will be achieved during pickup and transportation to the laboratory and as further defined within Section 10. Pickup/Delivery. Frequency of sample pickup/delivery will range from one (1) to five (5) times per week.

The anticipated services are summarized below in general, non-exclusive terms.

- (1) **Sample Analysis** - A list of the estimated routine analyses which may be required is included below. The number of samples and/or sample volumes may be subject to change during the contract period if regulatory requirements change, additional facilities are permitted, facility testing frequencies are change, BRA customers request additional parameters, or failing analyses result. Table 1.0 below contains the estimated number of samples anticipated on an annual basis by facility

TABLE 1.0 ANALYSES BY LOCATION AND ANNUAL ESTIMATES

Hutto Central WWTP			
TPDES Permit No: WQ0011324001			
Analyte	Matrix	Frequency	Estimated Annual Samples
TSS	Influent (NP)	2/week	104
	Effluent (NP)	2/week	104
BOD-5	Influent (NP)	2/week	104
	Stormwater (NP)	Semi-Annual	2
CBOD-5	Effluent (NP)	2/week	104
NH3 as N	Influent (NP)	2/week	104
	Effluent (NP)	2/week	104
Metals*	Stormwater (NP)	Annual	1
E. Coli	Effluent (NP)	1/week	52
ALK	Influent (NP)	2/week	104
	Effluent (NP)	2/week	104
TP	Influent (NP)	1/month	12
	Effluent (NP)	1/week	52
TS/VS	WAS (Solid)	2/week	104
	Digester (Solid)	2/week	104
	Cake (Solid)	2/week	104
TSS/VSS	MLSS (NP)	2/week	104
	RAS (NP)	2/week	104
	Thickener (NP)	2/week	104
Nitrite	Effluent (NP)	2/week	104
Nitrate	Effluent (NP)	2/week	104

Hutto South WWTP			
TPDES Permit No: WQ0011324002			
Analyte	Matrix	Frequency	Estimated Annual Samples
TSS	Influent (NP)	2/week	104
	Effluent (NP)	2/week	104
BOD-5	Influent (NP)	2/week	104
	Stormwater (NP)	Semi-Annual	2
CBOD-5	Effluent (NP)	2/week	104
NH3 as N	Influent (NP)	2/week	104
	Effluent (NP)	2/week	104
Metals*	Stormwater (NP)	Annual	1
E. Coli	Effluent (NP)	Daily	365
ALK	Influent (NP)	2/week	104
	Effluent (NP)	2/week	104
TP	Influent (NP)	2/week	104
	Effluent (NP)	2/week	104
TS/VS	Cake (Solid)	2/week	104
TSS/VSS	MLSS (NP)	6/week	312
Nitrite	Effluent (NP)	2/week	104
Nitrate	Effluent (NP)	2/week	104

Temple-Belton WWTP			
TPDES Permit No: WQ0011318001			
Analyte	Matrix	Frequency	Estimated Annual Samples
TSS	Influent (NP)	5/week	260
	Effluent (NP)	Daily	365
	RAS (NP)	3/week	156
	Thickener (NP)	1/week	52
BOD-5	Influent (NP)	5/week	260
CBOD-5	Effluent (NP)	Daily	365
NH3 as N	Thickener (NP)	1/week	52
	Influent (NP)	3/week	156
	Effluent (NP)	Daily	365
ALK	Influent (NP)	2/week	104
	Effluent (NP)	2/week	104
TP	Influent (NP)	1/month	12
	Effluent (NP)	1/month	12
TS/VS	WAS (Solid)	2/week	104
	Cake (Solid)	3/week	156
	Compost (Solid)	4/week	208
TSS/VSS	MLSS (NP)	3/week	156
Nitrite	Effluent (NP)	2/week	104
Nitrate	Effluent (NP)	2/week	104
pH	Compost (Solid)	3/week	156
Fecal Coliform by MTF	Compost (Solid)	1/week	52

Doshier Farm WWTP			
TPDES Permit No: WQ0010470002			
Analyte	Matrix	Frequency	Estimated Annual Samples
TSS	Influent (NP)	5/week	260
	Effluent (NP)	5/week	260
	RAS (NP)	3/week	156
BOD-5	Influent (NP)	5/week	260
	Stormwater (NP)	Semi-Annual	16
CBOD-5	Effluent (NP)	5/week	260
NH3 as N	Influent (NP)	3/week	156
	Effluent (NP)	5/week	260
Metals*	Stormwater (NP)	Semi-Annual	16
ALK	Influent (NP)	2/week	104
	Effluent (NP)	2/week	104
TP	Influent (NP)	1/month	12
	Effluent (NP)	1/month	12
TS/VS	WAS (Solid)	3/week	156
	Digester (Solid)	3/week	156
	Cake (Solid)	3/week	156
TSS/VSS	MLSS (NP)	3/week	156
Nitrite	Effluent (NP)	2/week	104
Nitrate	Effluent (NP)	2/week	104
E. Coli	Effluent (NP)	3/week	156
TURB	Reuse (NP)	2/week	104

Sugar Land North WWTP			
TPDES Permit No. WQ0011317001			
Analyte	Matrix	Frequency	Estimated Annual Samples
TSS	Influent (NP)	2/week	104
	Effluent (NP)	5/week	260
	RAS (NP)	2/week	104
BOD-5	Influent (NP)	2/week	104
	Stormwater (NP)	Semi-Annual	10
CBOD-5	Effluent (NP)	5/week	260
NH3 as N	Influent (NP)	2/week	104
	Effluent (NP)	5/week	260
Metals*	Stormwater (NP)	Semi-Annual	10
E. Coli	Stormwater (NP)	Semi-Annual	10
	Effluent (NP)	3/week	156
ALK	Influent (NP)	1/week	52
	Effluent (NP)	1/week	52
TP	Influent (NP)	1/month	12
	Effluent (NP)	1/month	12
TS/VS	Cake (Solid)	2/week	104
TSS/VSS	MLSS (NP)	4/week	208
Nitrite	Effluent (NP)	1/month	12
Nitrate	Effluent (NP)	1/month	12

Sugar Land South WWTP			
TPDES Permit No: WQ0012833002			
Analyte	Matrix	Frequency	Estimated Annual Samples
TSS	Influent (NP)	2/week	104
	Effluent (NP)	5/week	260
	RAS (NP)	2/week	104
BOD-5	Influent (NP)	2/week	104
	Stormwater (NP)	Semi-Annual	10
CBOD-5	Effluent (NP)	5/week	260
NH3 as N	Influent (NP)	2/week	104
	Effluent (NP)	5/week	260
Metals*	Stormwater (NP)	Semi-Annual	10
E. Coli	Stormwater (NP)	Semi-Annual	10
	Effluent (NP)	3/week	156
ALK	Influent (NP)	1/week	52
	Effluent (NP)	1/week	52
TP	Influent (NP)	1/month	12
	Effluent (NP)	1/month	12
Selenium	Effluent (NP)	2/week	104
TS/VS	Digester (Solid)	2/week	104
	Cake (Solid)	2/week	104
	Thickener (Solid)	2/week	104
TSS/VSS	MLSS (NP)	4/week	208
Nitrite	Effluent (NP)	1/month	12
Nitrate	Effluent (NP)	1/month	12
Sugar Land South Reuse Plant			
E. Coli	Reuse (NP)	2/week	104
CBOD-5	Reuse (NP)	2/week	104
TURB	Reuse (NP)	2/week	104

Sugar Land Greatwood WWTP			
TPDES Permit No: WQ0013355001			
Analyte	Matrix	Frequency	Estimated Annual Samples
TSS	Influent (NP)	1/week	52
	Effluent (NP)	2/week	104
	RAS (NP)	3/week	156
	Thickener (NP)	3/week	156
BOD-5	Influent (NP)	1/week	52
	Stormwater (NP)	Semi-Annual	8
CBOD-5	Effluent (NP)	2/week	104
NH3 as N	Influent (NP)	1/week	52
	Effluent (NP)	2/week	104
Metals*	Stormwater (NP)	Semi-Annual	8
E. Coli	Stormwater (NP)	Semi-Annual	8
	Effluent (NP)	1/week	52
ALK	Influent (NP)	1/week	52
	Effluent (NP)	1/week	52
TP	Influent (NP)	1/month	12
	Effluent (NP)	1/month	12
TS/VS	Digester (Solid)	5/week	260
	Cake (Solid)	2/week	104
TSS/VSS	MLSS (NP)	6/week	312
Nitrite	Effluent (NP)	1/month	12
Nitrate	Effluent (NP)	1/month	12

Sugar Land New Territory WWTP			
TPDES Permit No: WQ0013628001			
Analyte	Matrix/Sample Type	Frequency	Estimated Annual Samples
TSS	Influent (NP)	1/week	52
	Effluent (NP)	2/week	104
	RAS (NP)	1/week	52
	Thickener (NP)	1/week	52
BOD-5	Influent (NP)	1/week	52
	Stormwater (NP)	Semi-Annual	8
CBOD-5	Effluent (NP)	2/week	104
NH3 as N	Influent (NP)	1/week	52
	Effluent (NP)	2/week	104
Metals*	Stormwater (NP)	Semi-Annual	8
E. Coli	Stormwater (NP)	Semi-Annual	8
	Effluent (NP)	1/week	52
ALK	Influent (NP)	1/week	52
	Effluent (NP)	1/week	52
TP	Influent (NP)	1/month	12
	Effluent (NP)	1/month	12
TS/VS	Digester (Solid)	2/week	104
	Cake (Solid)	2/week	104
TSS/VSS	MLSS (NP)	4/week	208
Nitrite	Effluent (NP)	1/month	12
Nitrate	Effluent (NP)	1/month	12

Clute-Richwood WWTP			
TPDES Permit No: WQ0010044001			
Analyte	Matrix/Sample Type	Frequency	Estimated Annual Samples
TSS	Influent (NP)	1/week	52
	Effluent (NP)	2/week	104
BOD-5	Influent (NP)	1/week	52
	Stormwater (NP)	Semi-Annual	6
CBOD-5	Effluent (NP)	2/week	104
NH3 as N	Influent (NP)	1/week	52
	Effluent (NP)	2/week	104
Metals*	Stormwater (NP)	Semi-Annual	6
E. Coli	Effluent (NP)	1/week	52
ALK	Effluent (NP)	1/week	52
TP	Influent (NP)	1/month	12
	Effluent (NP)	1/month	12
TS/VS	Cake (Solid)	2/week	104
TSS/VSS	MLSS (NP)	2/week	104
Nitrite	Effluent (NP)	1/month	12
Nitrate	Effluent (NP)	1/month	12

Table 1.0 Abbreviations List:

TSS:	Total Suspended Solids
BOD-5:	Biochemical Oxygen Demand 5-Day
NH3 as N:	Ammonia Nitrogen
CBOD-5:	Carbonaceous Biochemical Oxygen Demand 5-Day
Metals*:	Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Manganese, Mercury, Nickel, Selenium, Silver, and Zinc
ALK:	Alkalinity
TP:	Total Phosphorous as P
TS/VS:	Total Solids/Volatile Solids
TSS/VSS:	Total Suspended Solids/Volatile Suspended Solids
TURB:	Turbidity
NP:	Non-potable
MTF:	Multiple Tube Fermentation

- (2) **Accreditations** - Per 30 TAC §25.1 all regulatory data submitted to the Texas Commission on Environmental Quality (TCEQ) must be prepared by an environmental testing laboratory accredited by TCEQ. Additionally, per 30 TAC §25.9 this accreditation must be based on conformance to the most current standards adopted by NELAP. Laboratory shall be NELAP accredited for the analyses and methods specified in Table 1.0, if accreditation is offered for those parameters by the State of Texas.

Laboratory must provide proof of current NELAP accreditation and fields of analyses covered by the accreditation throughout the contract period. Laboratory must also provide proof of current NELAP accreditation and fields of analyses covered by the accreditation for any sub-contract laboratories. An electronic

copy of any new NELAP Certificates of Accreditation and fields of analyses received during contract period by Laboratory or sub-contract laboratories must be submitted to the BRA's Quality Assurance Officer within 10-business days of receipt.

- (3) **Quality Manuals** - The NELAP Institute's 2016 Standard Volume 1, Module 2, Section 4.5.4 requires all laboratories maintain a register of all subcontractors that it uses for tests and/or calibrations and a record of the evidence of compliance with this International Standard (ISO17025) for the work in question. Furthermore, to ensure the BRA meets the evidence of compliance criteria above and to ensure that all data submitted to the TCEQ on the BRA's behalf is compliant with NELAP standards, the BRA requires that all contractors and subcontractors submit an electronic copy of their current Quality Manual.

An electronic copy of any amendments or revisions to the Laboratory's Quality Manual during the contract period must be submitted to the B.R.A.'s Quality Assurance Officer within 10-business days of the effective date.

- (4) **NELAP Audits and Corrective Action Response** - The NELAP Institute's 2016 Standard Volume 1, Module 2, Section 4.5.4 requires all laboratories maintain a register of all subcontractors that it uses for tests and/or calibrations and a record of the evidence of compliance with this International Standard (ISO 17025) for the work in question. Furthermore, to ensure the BRA meets the evidence of compliance criteria above and to ensure that all data submitted to the TCEQ on the BRA's behalf is compliant with NELAP standards, the BRA requires that all contractors and subcontractors submit an electronic copy of their most recent TCEQ NELAP audit and corrective action response. An electronic copy of any audits and responses occurring during contract period must be submitted to the BRA's Quality Assurance Officer Manager within ten (10) business days of the final resolution of the audit.

- (5) **Other Documents** - Other documents that may be requested of the Laboratory during the contract period include, but are not limited to: Standard Operating Procedures (SOPs) for methods or signature page for SOPs; recent proficiency test data and any associated corrective actions, including raw data, bench sheets, etc.; Statement of Qualifications; updated list of technical staff and qualifications, when changes occur; and a copy of the Laboratory's Business Ethics and Data Integrity Plan.

- (6) **Methods** - Laboratory shall perform all analyses using approved Federal (40 CFR §136) and State of Texas analytical methodologies, and sample relevant TPDES permits, reuse permits, and the Storm Water Multi-Sector General Permits for all items listed in Table 1.0. BRA will provide Laboratory, electronic copies of all relevant TPDES permits and reuse, within seven (7) days of contract execution.

Any changes to accredited methods (e.g. loss of accreditation, alternative methods, reporting limit changes, etc.) during the contract period will require notification to the BRA's Quality Assurance Officer within 10-business days of the change, along with proper documentation showing the new approved method or documentation of sub-contracting, if applicable.

- (7) **Project Management** - Laboratory shall assign a Project Manager to BRA Projects to oversee the delivery of data and ensure that reporting is timely and accurate.
- Project manager shall confirm the BRA has received all reports within ten (10) days of sample receipt.
 - Project manager shall verify accuracy of reports prior to sending results to the BRA.
 - Project manager shall notify the designated BRA contact of any Lab Errors resulting in lost data within 24-hours of becoming aware of the Lab Error.
 - Project manager shall notify the designated contact of any abnormal results, improperly preserved samples, broken or leaking sample bottles, mislabeled samples, Chain-of-Custody errors, exceedance of holding times, and samples not received, within 24-hours of becoming aware of the pertinent issue.
 - Project Manager shall submit electronic copies of Corrective Action Reports to the designated BRA contact when analytical deficiencies occur in BRA data. The Corrective Action Report will include the deficiency and the corrective actions taken to prevent future occurrences. The Corrective Action Report is due to the designated BRA contact within thirty (30) days of identification of the deficiency.
- (8) **Reporting Requirements** - All data reports, tables, plans, summaries, and related correspondence shall be submitted electronically, in .pdf format and via electronic data deliverable.
- Turnaround times for preliminary Fecal Coliform by MTF analysis will be available for review within three (3) business days of sample receipt, and Process Control analysis results will be available for review within five (5) business days of sample receipt and the results shall be reported to the designated BRA contact.
 - BRA will not be charged for rush turnaround analysis, if Laboratory fails to provide preliminary data as required by Section 8, (a).
 - Turnaround times for completed data reports will be negotiated but reports are to be sent to the designated BRA contact no more than ten (10) business days after receipt of samples by the Laboratory.
 - Reports will include copies of analytical data, Chain-of-Custodies, and QA/QC documentation, and upon request by the BRA, a more detailed Case Narrative to be included.
 - Laboratory reports will include a full report of the results of all tests conducted pursuant to the permits.
 - All raw analytical data will be maintained by the Laboratory for a minimum of five (5) years and will be provided to the BRA upon request by electronic media and/or hard copy.
 - One (1) Electronic Data Database (EDD) is required to be submitted by the Laboratory with each final data report.
- (9) **Bottles, Labels, and Chain-of-Custody** - Laboratory shall provide all required sample containers complete with required preservatives.
- Laboratory shall provide pre-printed labels with blank spaces for location, date, time and sample collector to be filled in.
 - Laboratory shall provide Chain of Custody forms.

- c. Electronic copies of completed Chain of Custody forms will be submitted with data reports.
- (10) **Pickup/Delivery** - Due to the short analytical holding time for some of the requested analyses, successful laboratories must be able to pick-up samples and deliver them to the lab within six (6) hours of sample collection.
- a. Laboratory shall provide all sample shipment containers. The sample shipment containers shall be designed to maintain both sample temperature and integrity during shipment.
 - b. Transportation of samples from the designated BRA location(s) will be provided by the Laboratory, at the Laboratory's expense.
 - c. It will be the Laboratory's responsibility to ensure sample transportation is conducted in a timely and secure manner to maintain continual compliance with all applicable quality assurance/quality control (QA/QC) requirements, such as sample temperature, sample hold time, and sample preservation requirements.
 - d. Sample Container/Supply Delivery and Pick-up Locations/Frequency:
 - i. **Temple-Belton Wastewater Treatment Plant**
2405 E. 6th Avenue
Belton Texas 76513
Sample pickup frequency **four** per week.
 - ii. **Doshier Farm Wastewater Treatment Plant**
2515 East Avenue H
Temple, Texas 76501
Sample pickup frequency **three** per week
 - iii. **Hutto Central Wastewater Treatment Plant**
10700 FM 1660
Hutto, Texas 78634
Sample pickup frequency **twice** per week.
 - iv. **Sugar Land North Wastewater Treatment Plant**
16450 Southwest Freeway
Sugar Land, TX 77479-2360
Sample pickup frequency **twice** per week.
 - v. **Clute-Richwood Wastewater Treatment Plant**
1411 Mockingbird Lane
Clute, Texas 77531
Sample pickup frequency **once** per week.
 - vi. Other Facilities, as needed. BRA will provide Laboratory a 30-day notice, in advance of additional new facilities.
 - vii. If an alternative sample container/supply delivery and pick-up location and frequency is necessitated by activities beyond BRA's control, the BRA will coordinate alternate location for delivery and pick-up with Laboratory as soon as possible.

viii. Sample pickup frequencies could be subject to change. The BRA will provide notification of any frequency change to the Laboratory as soon as feasibly possible.

- (11) **Loss of Data** - Laboratory shall be responsible for the cost of re-sampling, sample delivery and analysis due to mishandling of samples during shipping, incorrect analytical procedures, mishandling of samples at the Laboratory, samples not analyzed within required holding times, incorrect detection limits, or laboratory equipment failure.

- a. Laboratory shall contact the designated BRA contact within 24-hours of knowledge of data loss to schedule another sampling event.
- b. Laboratory shall be responsible for any penalties the BRA incurs due to negligence on the part of the Laboratory.
- c. Laboratory shall notify the designated BRA contact overseeing this Contract, improper sample collection techniques or inadequacies generating from BRA.

- (12) **Grounds for possible bidder disqualification:**

- a. NELAP Audit and Corrective Action Response:
 - i. Critical finding for repeat/recurring critical findings.
 - ii. Ethics/Data Integrity critical findings.
 - iii. Analyst Initial Demonstration of Capabilities (IDOC) and Demonstration of Capabilities (DOC) critical findings.
 - iv. Laboratory failure to follow-up on Corrective Action Reports (CAR) critical findings.
 - v. Laboratory required customer notifications due to critical findings.
 - vi. Critical finding for Laboratory use of improper method(s) from EPA approved methodologies lists and/or Texas Commission of Environmental Quality (TCEQ) Fields of Accreditation (FoA) Lists.
- b. Proficiency Testing (PT):
 - i. Repeat/recurring failures which resulted in loss of accreditation for specific analytes listed in Section 2. Scope of Services.
- c. Quality Assurance/Quality Control (QA/QC) and Laboratory Analysis Completion Rate:
 - i. QAQC failure which resulted in data invalidation at greater than (>5%) rate for specific analytes listed in Section 2. Scope of Services.
 - ii. Laboratory Analysis Completion Rate less than (<98%) for specific analytes listed in Section 2. Scope of Services.
- d. Previous negative Laboratory performance on BRA contracts.

- (13) **Technical Abilities and Experience Requirements:**

- a. Laboratory Director and/or Manager shall at a minimum have demonstrated 10 years of continuously progressive experience in wastewater analysis oversight and laboratory operations.
- b. Project Manager, if different from the Laboratory Director and/or Manager, shall at minimum have demonstrated 5 years of continuously progressive experience in project management of wastewater analysis programs, and have overseen at least 10 similar monitoring projects in the last 5 years.

- c. Quality Assurance Manager shall at a minimum have demonstrated 5 years of continuously progressive experience in wastewater analysis and quality assurance and have maintained data quality assurance protocols on at least 10 similar projects in the last 5 years.

3. Bid

- A. The Bid Items scheduled on the Bid Forms included with this RFB shall be used to bid the Work at each listed location.
- B. A bid price, in number format (e.g., \$xx,xxx.xx) shall be entered legibly on the Bid Form for each scheduled Bid Item. **Complete the Bid Form for each location your firm can service. Bid Forms of locations with no serviceability must be marked as "N/A". Bid Forms for all ten (10) locations must be signed and included in your bid submission, regardless of serviceability. If it is determined to be the most advantageous to the BRA, the BRA reserves the right to award multiple contracts to support regional operational need.** Refer to Tab B (15) for additional information.
- C. The Bid shall include all supervision, labor, materials, services, tools, equipment, incidentals, overhead, profit, taxes and other costs necessary to enter into Contract and satisfactorily perform the Work, appropriately apportioned by the Bidder amongst the scheduled Bid Items.
 - 1) "Incidentals" includes Work specified or shown in the Contract Documents and Work that is otherwise inferable from the Contract Documents as necessary for the completed Work, for which the Bid Form does not provide a separate bid item, including but not limited to services or activities of an administrative or supervisory nature.
- D. The sum of the prices for all Bid Items constitutes Bidder's Base Bid and represents the cost for all Work required. The BRA will determine Bidder's total Base Bid and will include this Base Bid amount in its bid tabulation for Bid comparison purposes.

4. Information Required in the RFB Submittal - Tab Format

The BRA specifically requests succinct submittals tailored to the general and discipline-specific scope of services summarized above. All submittals become the property of the BRA. Each Bid submittal shall include the information requested below.

Tab A: Include the following:

- (1) Date your company was established and a brief history; number of employees; provide number and location of offices.
- (2) Provide name, title and office location of person who will be the principal contact for the BRA and the billing location if different.
- (3) Describe the types of organizations that your company typically serves and general nature of the work.
- (4) A list and description of similar services including wastewater and stormwater analysis for compliance with state TPDES requirements completed within the last five years under your current company name or any other company name similar in nature to this solicitation. This should include the name, the location, a brief description of Scope of Services, and a contact name and telephone number of a reference for each client. List litigation that your company has been a party to in the last five (5) years, under your current company name or any other company name. Include only litigation that involves business units in your company that are proposed for performing services under this RFB.
- (5) To be fully responsive, provide the level of detail in the attached example, as well as a name and phone number to contact an authorized representative of

your company in the event that the BRA needs to clarify your response. Failure to be fully responsive will be sufficient grounds for the BRA to disqualify your company.

- (6) Have you ever defaulted, failed to complete a contract or had a contract terminated by the other party? If so, where and why? Provide name and telephone number of the other party.

Tab B: Include the following:

- (1) Complete and submit the ten (10) attached Request for Bids – Bid Forms
- (2) Complete and submit the attached W-9 form, or if foreign entity submit the appropriate tax document information.
- (3) Complete and submit the attached Conflicts of Interest Questionnaire [CIQ] form.
- (4) Complete and submit the Non-Collusion Affidavit form.
- (5) Complete and submit the Vendor Compliance to State Law form.
- (6) Clearly identify locations/area you are able to provide services to: Fort Bend/Brazoria County area, (i.e., Sugar Land/Clute-Richwood WWTPs), Williamson/Bell County area (i.e., Hutto, Temple-Belton WWTPs), or all locations listed in the RFB.
- (7) Last four (4) PT Reports for specific analytes listed in Section 2. Scope of Services.
- (8) Copy of current Laboratory Quality Manual, and any subcontractor's Quality Manuals.
- (9) Proof of current NELAP accreditation for all analyses listed in Section 2. Scope of Services.
- (10) Most recent Laboratory NELAP Audit Report and Corrective Action Response.
- (11) Provide a description of the Laboratory's ability to meet projected workloads and turnaround times for this project and to complete within project management requirements in Section 2.7 and reporting requirements in Section 2.8.
- (12) Adequate Laboratory documentation to evaluate specifications listed in Section 2.12. Grounds for bidder disqualifications. Failure to provide adequate documentation will be automatic bid disqualification.
- (13) Resumes for Laboratory personnel to evaluate specifications listed in Section 2.13. Technical Abilities and Experience Requirements. Failure to provide requested documentation will be automatic bid disqualification.
- (14) Include a sample data report with quality control data from an actual customer (identifying information may be blacked out).
- (15) **Bid Tabulation Format by Location:** analyte, proposed method, reporting limit, and unit cost per analyte (normal rate, weekend rate, and rush analysis rate). Unit cost per analyte should include all costs for laboratory handling, materials, analysis, and reporting. Reference TABLE 1.0 ANALYSES BY LOCATION AND ANNUAL ESTIMATES during creation of the Bid Tabulation.
- (16) HUB Subcontracting Plan

5. Hub Subcontracting Plan

This solicitation requires a HUB Subcontracting Plan to be completed and submitted. The HUB Subcontracting Plan is attached to this solicitation. If you have any questions regarding the HUB Subcontracting Plan please contact David Thompson CFO / HUB Coordinator at David.Thompson@Brazos.org.

6. Hub Subcontracting Plan Instructions (If Self Performing HUB and no Subcontractors)

If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), follow the instructions on the HUB Subcontracting Plan Checklist, first page of the HUB Plan included in this solicitation.

Section 1 - Respondent and Requisition Information

Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.

Section 3 - Self Performing Justification

Section 4 – Affirmation (**Remember to sign Section 4**)

If you are subcontracting any work please follow the instructions on the HUB Subcontracting Plan Checklist, first page of the HUB Plan included in this solicitation.

7. Performance Bond

Awarded Respondent must provide performance bond for this contract. All bonds shall be issued by a surety authorized to conduct business in the State of Texas.

8. RFB Inquiries

All inquiries, including clarifying questions, related to this RFB shall **only** be directed to the Purchasing Agent via e-mail to submissions@brazos.org. The Purchasing Agent will direct any inquiries to the appropriate BRA staff, a response will be issued and if warranted, an Addendum will be posted on the BRA's website at www.brazos.org. **Failure to adhere to this restriction during the advertising, evaluation, and selection phases will result in the rejection of a Respondent's Bid.**

9. Respondent's Past Performance

BRA will consider Respondent's past performance and may conduct reference checks with other entities regarding past performance. BRA may examine Respondent's performance including, but not limited to: the Comptroller of Public Accounts Statewide Procurement Divisions Vendor Performance Tracking System, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, repeated negative performance, records of repeated non-responsiveness to performance issues, and non-renewals of contracts. Such sources of Respondent performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, BRA may initiate such examinations of Respondent performance based upon media reports. Any such investigations shall be at the sole discretion of BRA, and any negative findings, as determined by BRA, may result in non-award to Respondent.

10. Conflict of Interest

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity (i.e., Brazos River Authority) must disclose in the Conflicts of Interest Questionnaire Form ("CIQ") the person's affiliation or business relationship that might cause a conflict of interest with the local government entity. By law, the CIQ must be filed with the BRA Records Management Officer no later than seven (7) days after the date the person begins contract discussions or negotiations with the BRA, or submits an application or response to a Request for Bids, correspondence, or another writing related to a potential agreement with the BRA. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the CIQ is attached. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person

who is subject to the filing requirement. An offense under Chapter 176 carries a penalty up to a Class A misdemeanor.

11. Disclosure of Interested Parties

Pursuant to Section 2252.908 of the Government Code, the selected Firm in contracts for the sale or purchase of property, goods, or services with a local government entity (i.e., BRA) anticipated to have a value of at least \$250,000/\$500,000 must submit a Disclosure of Interested Parties Form to the local government entity that discloses all persons at the Selected Firm who have a controlling interest in the selected Firm or who actively participated in facilitating the contract or negotiating the terms of the contract.

The requirements of Section 2252.908 of the Government Code are subject to change, and if you have any questions about compliance, please consult your own legal counsel.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

12. Term of Agreement

The term of this Contract shall be for a period of one (1) year, commencing on the Effective Date, and may be renewed by subsequent agreement of the parties for up to four (4) additional one (1) year periods, for a total potential term of five (5) years.

13. Contract

The contract will be awarded to the lowest responsible Respondent. The executed contract between BRA and the selected Respondent shall be a BRA standard form contract. Contract terms are not subject to modification and Respondent will be expected to execute the contract in substantially the form provided. Respondent should not base a bid on an expectation that BRA will modify its contract terms.

The BRA reserves the right to award contract(s) without any negotiations and reserves the right to not make awards. The BRA reserves the right to conduct studies and other investigations as necessary to evaluate any submittal. Submission of a bid confers no legal right upon any Respondent.

The decision of BRA, or its designee with regard to the above, shall be administratively final. BRA, in its sole discretion, may waive administrative deficiencies and/or minor technicalities in submittals received.

14. Insurance Requirements

The Respondent shall, at Respondent's sole expense, maintain insurance coverage as determined acceptable to the BRA. The Respondent must obtain the following minimum insurance requirements and provide proof to the BRA prior to entering into a contract:

General Liability Insurance:

Bodily Injury	\$ 500,000 per person
Bodily Injury	\$ 1,000,000 per occurrence
Property Damage	\$ 1,000,000 per occurrence
Aggregate	\$ 2,000,000

Workers' Compensation: Statutory

Automobile Liability: \$ 1,000,000 per claim / aggregate

Employers' Liability \$ 1,000,000 policy limit

Prior to commencement of work under this agreement, Respondent shall register with myCOLtracking.com and subsequently provide documentation that satisfies the insurance requirements of this agreement. Respondent shall add registration@myCOLtracking.com and certificaterequest@myCOLsolution.com to it's safe sender's list for necessary communication from myCOL. For any registration difficulties, call myCOLtracking support team at (317) 759-9426.

15. Testing

The BRA reserves the right to inspect and test the submitted product. The BRA in its sole Discretion may disqualify a submitted product as non-conforming to the specifications if the product does not meet the requirements of the specifications during testing.

16. Recycled and Recyclable Products

The BRA encourages the use of recycled products and products that may be recycled or reused.

17. Delivery of Bid Submittals

Bids may be submitted in one of the following manners:

Electronic Transmission. Email transmission to submissions@brazos.org. Emailed bid submissions shall be an attachment, in a Portable Document Format (PDF). Bids shall be clearly identified in the Subject Line as follows: RFB Title, RFB Number and RFB Due Date. The BRA shall not be responsible for submissions that are not properly identified. Proper identification of Respondent's bid is the sole responsibility of the Respondent and failure to do so may result in the submission not being included in the bid opening.

Drop Box Submission Prior to Bid Submission Deadline: Hand delivery of one sealed, clearly identified original signed paper copy submission may be received up to the bid submission deadline contained in the solicitation at the Brazos River Authority, 4600 Cobbs Drive, Waco, TX. 76710, utilizing the secure drop box located at the office building. The BRA shall not be responsible for submissions that are not properly identified. Proper identification of Respondent's bid is the sole responsibility of the Respondent and failure to do so may result in the submission not being included in the bid opening.

Mail-In Delivery: Mailed by commercial carrier, overnight or express mail, one sealed clearly identified original signed paper copy submission may be accepted by the Purchasing Agent or other designee up to the bid submission deadline contained in the solicitation at the Brazos River Authority, 4600 Cobbs Drive, Waco, Tx. 76710. The BRA shall not be responsible for submissions that are not properly identified. Proper identification of Respondent's bid is the sole responsibility of the Respondent and failure to do so may result in the submission not being included in the bid opening.



Brazos River Authority



**REQUEST FOR BIDS – BID FORM
LABORATORY ANALYTICAL SERVICES
RFB No. 24-1326**

- On the following attachments, complete the Bid Form for each location your firm can service.
- Bid Forms of locations with no serviceability must be marked as "N/A".
- All ten (10) Bid Forms must be signed and included in your bid submission, regardless of serviceability.
- If it is determined to be the most advantageous to the BRA, the BRA reserves the right to award multiple contracts to support regional operational need.

Base Bid Item	Location	Bid Tabulation Format by Location:
1	Hutto Central WWTP	Analyte, proposed method, reporting limit, and unit cost per analyte (normal rate, weekend rate, rush analysis rate, scheduled pickup fee, and demand pickup fee).
2	Hutto South WWTP	
3	Temple-Belton WWTP	
4	Doshier Farm WWTP	
5	Sugar Land North WWTP	Unit cost per analyte should include all costs for laboratory handling, materials, analysis, and reporting. Reference TABLE 1.0 ANALYSES BY LOCATION AND ANNUAL ESTIMATES during creation of the Bid Tabulation, and as required by Section 4. Information Required in the RFB Submittal, Tab B, (10).
6	Sugar Land South WWTP	
7	Sugar Land South Reuse Plant	
8	Sugar Land Greatwood WWTP	
9	Sugar Land New Territory WWTP	
10	Clute-Richwood WWTP	

**ACKNOWLEDGMENT OF REQUEST FOR BIDS AND
RECEIPT OF ADDENDA**

RESPONDENT MUST ACKNOWLEDGE RECEIPT OF THIS REQUEST FOR BIDS AND ADDENDA BY SIGNING BELOW AND SUBMITTING THIS ACKNOWLEDGEMENT WITH YOUR BID. FAILURE TO SIGN THIS ACKNOWLEDGEMENT WILL DISQUALIFY THE BID AS NON-RESPONSIVE. SIGNATURE SHALL BE HAND WRITTEN.

This acknowledgement shall become part of your response and the subsequent contract documents if applicable.

ACKNOWLEDGMENT OF REQUEST FOR BIDS:

Respondent hereby acknowledges that it has received and read the Request for Bids and all Addenda, and that this Bid is made in accordance with the provisions thereof. Respondent acknowledges that this Bid meets or exceeds all terms, requirements, conditions, and/or specifications set forth in the Request for Bids and Addenda, and exceptions or deviations from such terms, requirements, conditions, and/or specifications, if any, have been clearly and conspicuously identified as such in the Bid.

Does your company have 10 or more full time employees? Check one box only.

☐

YES

☐

NO

Name of Firm (Respondent)

Signature – Authorized Representative

Printed Name

Date

E-mail Address

Telephone

Hutto Central WWTP

TPDES Permit No: WQ0011324001

Analyte	Matrix	Frequency	Estimated Annual Samples	Proposed Method	Reporting Limit	Unit Cost (Normal TAT)	Unit Cost (Weekend)	Unit Cost (Rush Analysis)
BOD-5	Influent (NP)	2/week	104			\$	\$	\$
	Stormwater (NP)	Semi-Annual	2			\$	\$	\$
CBOD-5	Effluent (NP)	2/week	104			\$	\$	\$
TSS	Influent (NP)	2/week	104			\$	\$	\$
	Effluent (NP)	2/week	104			\$	\$	\$
TSS / VSS	MLSS (NP)	2/week	104			\$	\$	\$
	RAS (NP)	2/week	104			\$	\$	\$
	Thickener (NP)	2/week	104			\$	\$	\$
TS / VS	WAS (solid)	2/week	104			\$	\$	\$
	Digester (solid)	2/week	104			\$	\$	\$
	Cake (solid)	2/week	104			\$	\$	\$
E.Coli	Effluent (NP)	1/week	52			\$	\$	\$
NH3 as N	Influent (NP)	2/week	104			\$	\$	\$
	Effluent (NP)	2/week	104			\$	\$	\$
Alkalinity	Influent (NP)	2/week	104			\$	\$	\$
	Effluent (NP)	2/week	104			\$	\$	\$
Total Phosphorus	Influent (NP)	1/month	12			\$	\$	\$
	Effluent (NP)	1/week	52			\$	\$	\$
Metals*	Stormwater (NP)	Annual	1			\$	\$	\$
Nitrite	Effluent (NP)	2/week	104			\$	\$	\$
Nitrate	Effluent (NP)	2/week	104			\$	\$	\$

Normal/Scheduled Pickup Fee: \$
Demand Pickup Fee: \$

Mark "N/A" here if location is not geographically serviceable

Unit cost per analyte should include all costs for laboratory handling, materials, analysis, and reporting.

Metals* = Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Manganese, Mercury, Nickel, Selenium, Silver, and Zinc

Bidder Signature (Required)

Hutto South WWTP

TPDES Permit No: WQ0011324002

Analyte	Matrix	Frequency	Estimated Annual Samples	Proposed Method	Reporting Limit	Unit Cost (Normal TAT)	Unit Cost (Weekend)	Unit Cost (Rush Analysis)
BOD-5	Influent (NP)	2/week	104			\$	\$	\$
	Stormwater (NP)	Semi-Annual	2			\$	\$	\$
CBOD-5	Effluent (NP)	2/week	104			\$	\$	\$
TSS	Influent (NP)	2/week	104			\$	\$	\$
	Effluent (NP)	2/week	104			\$	\$	\$
TSS / VSS	MLSS (NP)	6/week	312			\$	\$	\$
TS / VS	Cake (solid)	2/week	104			\$	\$	\$
E.Coli	Effluent (NP)	Daily	365			\$	\$	\$
NH3 as N	Influent (NP)	2/week	104			\$	\$	\$
	Effluent (NP)	2/week	104			\$	\$	\$
Alkalinity	Influent (NP)	2/week	104			\$	\$	\$
	Effluent (NP)	2/week	104			\$	\$	\$
Total Phosphorus	Influent (NP)	2/week	104			\$	\$	\$
	Effluent (NP)	2/week	104			\$	\$	\$
Metals*	Stormwater (NP)	Annual	1			\$	\$	\$
Nitrite	Effluent (NP)	2/week	104			\$	\$	\$
Nitrate	Effluent (NP)	2/week	104			\$	\$	\$

Normal/Scheduled Pickup Fee: \$

Demand Pickup Fee: \$

Unit cost per analyte should include all costs for laboratory handling, materials, analysis, and reporting.

Metals* = Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Manganese, Mercury, Nickel, Selenium, Silver, and Zinc

Mark "N/A" here if location is not geographically serviceable _____

Bidder Signature (Required)

Sugar Land North WWTP

TPDES Permit No: WQ0011317001

Analyte	Matrix	Frequency	Estimated Annual Samples	Proposed Method	Reporting Limit	Unit Cost (Normal TAT)	Unit Cost (Weekend)	Unit Cost (Rush Analysis)
BOD-5	Influent (NP)	2/week	104			\$	\$	\$
	Stormwater (NP)	Semi-Annual	10			\$	\$	\$
CBOD-5	Effluent (NP)	5/week	260			\$	\$	\$
TSS	Influent (NP)	2/week	104			\$	\$	\$
	Effluent (NP)	5/week	260			\$	\$	\$
	RAS (NP)	2/week	104			\$	\$	\$
TSS / VSS	MLSS (NP)	4/week	208			\$	\$	\$
TS / VS	Cake (solid)	2/week	104			\$	\$	\$
E.Coli	Effluent (NP)	3/week	156			\$	\$	\$
	Stormwater (NP)	Semi-Annual	10			\$	\$	\$
NH3 as N	Influent (NP)	2/week	104			\$	\$	\$
	Effluent (NP)	5/week	260			\$	\$	\$
Alkalinity	Influent (NP)	1/week	52			\$	\$	\$
	Effluent (NP)	1/week	52			\$	\$	\$
Total Phosphorus	Influent (NP)	1/month	12			\$	\$	\$
	Effluent (NP)	1/month	12			\$	\$	\$
Metals*	Stormwater (NP)	Semi-Annual	10			\$	\$	\$
Nitrite	Effluent (NP)	1/month	12			\$	\$	\$
Nitrate	Effluent (NP)	1/month	12			\$	\$	\$

Normal/Scheduled Pickup Fee: \$ _____

Demand Pickup Fee: \$ _____

Mark "N/A" here if location is not geographically serviceable _____

Unit cost per analyte should include all costs for laboratory handling, materials, analysis, and reporting.

Metals* = Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Manganese, Mercury, Nickel, Selenium, Silver, and Zinc

Bidder Signature (Required)

Sugar Land South WWTP

TPDES Permit No: WQ0012833002

Analyte	Matrix	Frequency	Estimated Annual Samples	Proposed Method	Reporting Limit	Unit Cost (Normal TAT)	Unit Cost (Weekend)	Unit Cost (Rush Analysis)
BOD-5	Influent (NP)	2/week	104			\$	\$	\$
	Stormwater (NP)	Semi-Annual	10			\$	\$	\$
CBOD-5	Effluent (NP)	5/week	260			\$	\$	\$
TSS	Influent (NP)	2/week	104			\$	\$	\$
	Effluent (NP)	5/week	260			\$	\$	\$
	RAS (NP)	2/week	104			\$	\$	\$
TSS / VSS	MLSS (NP)	4/week	208			\$	\$	\$
TS / VS	Digester (solid)	2/week	104			\$	\$	\$
	Cake (solid)	2/week	104			\$	\$	\$
	Thickener (Solid)	2/week	104			\$	\$	\$
E.Coli	Effluent (NP)	1/week	52			\$	\$	\$
NH3 as N	Influent (NP)	2/week	104			\$	\$	\$
	Effluent (NP)	5/week	260			\$	\$	\$
Alkalinity	Influent (NP)	1/week	52			\$	\$	\$
	Effluent (NP)	1/week	52			\$	\$	\$
Total Phosphorus	Influent (NP)	1/month	12			\$	\$	\$
	Effluent (NP)	1/month	12			\$	\$	\$
Selenium	Effluent (NP)	2/week	104			\$	\$	\$
Metals*	Stormwater (NP)	Semi-Annual	10			\$	\$	\$
Nitrite	Effluent (NP)	2/week	104			\$	\$	\$
Nitrate	Effluent (NP)	2/week	104			\$	\$	\$

Normal/Scheduled Pickup Fee: \$
Demand Pickup Fee: \$

Mark "N/A" here if location is not geographically serviceable

Unit cost per analyte should include all costs for laboratory handling, materials, analysis, and reporting.

Metals* = Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Manganese, Mercury, Nickel, Selenium, Silver, and Zinc

Bidder Signature (Required)

Sugar Land South WWTP

TPDES Permit No: WQ0012833002

Analyte	Matrix	Frequency	Estimated Annual Samples	Proposed Method	Reporting Limit	Unit Cost (Normal TAT)	Unit Cost (Weekend)	Unit Cost (Rush Analysis)
E. Coli	Reuse (NP)	2/week	104			\$ _____	\$ _____	\$ _____
CBOD-5	Reuse (NP)	2/week	104			\$ _____	\$ _____	\$ _____
Turbidity	Reuse (NP)	2/week	104			\$ _____	\$ _____	\$ _____

Mark "N/A" here if location is not geographically serviceable _____

Bidder Signature (Required)

Sugar Land Greatwood WWTP

TPDES Permit No: WQ0013355001

Analyte	Matrix	Frequency	Estimated Annual Samples	Proposed Method	Reporting Limit	Unit Cost (Normal TAT)	Unit Cost (Weekend)	Unit Cost (Rush Analysis)
BOD-5	Influent (NP)	1/week	52			\$	\$	\$
	Stormwater (NP)	Semi-Annual	8			\$	\$	\$
CBOD-5	Effluent (NP)	2/week	104			\$	\$	\$
TSS	Influent (NP)	1/week	52			\$	\$	\$
	Effluent (NP)	2/week	104			\$	\$	\$
	RAS (NP)	3/week	156			\$	\$	\$
	Thickener (NP)	3/week	156			\$	\$	\$
TSS / VSS	MLSS (NP)	6/week	312			\$	\$	\$
TS / VS	Digester (solid)	5/week	260			\$	\$	\$
	Cake (solid)	2/week	104			\$	\$	\$
E.Coli	Stormwater (NP)	Semi-Annual	8			\$	\$	\$
NH3 as N	Effluent (NP)	1/week	52			\$	\$	\$
	Influent (NP)	1/week	52			\$	\$	\$
Alkalinity	Effluent (NP)	2/week	104			\$	\$	\$
	Influent (NP)	1/week	52			\$	\$	\$
Total Phosphorus	Effluent (NP)	1/week	52			\$	\$	\$
	Influent (NP)	1/week	52			\$	\$	\$
Metals*	Stormwater (NP)	1/week	52			\$	\$	\$
Nitrite	Effluent (NP)	1/week	52			\$	\$	\$
Nitrate	Effluent (NP)	1/week	52			\$	\$	\$
	Influent (NP)	1/week	52			\$	\$	\$
Total Phosphorus	Effluent (NP)	1/week	52			\$	\$	\$
	Influent (NP)	1/week	52			\$	\$	\$
Metals*	Stormwater (NP)	Semi-Annual	8			\$	\$	\$
Nitrite	Effluent (NP)	1/week	52			\$	\$	\$
Nitrate	Effluent (NP)	1/week	52			\$	\$	\$
	Influent (NP)	1/week	52			\$	\$	\$

Normal/Scheduled Pickup Fee:

\$

\$

Demand Pickup Fee:

Mark "N/A" here if location is not geographically serviceable

Unit cost per analyte should include all costs for laboratory handling, materials, analysis, and reporting.

Metals* = Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Manganese, Mercury, Nickel, Selenium, Silver, and Zinc

Bidder Signature (Required)

Sugar Land New Territory WWTP

TPDES Permit No: WQ0013628001

Analyte	Matrix	Frequency	Estimated Annual Samples	Proposed Method	Reporting Limit	Unit Cost (Normal TAT)	Unit Cost (Weekend)	Unit Cost (Rush Analysis)
BOD-5	Influent (NP)	1/week	52			\$	\$	\$
	Stormwater (NP)	Semi-Annual	8			\$	\$	\$
CBOD-5	Effluent (NP)	2/week	104			\$	\$	\$
TSS	Influent (NP)	1/week	52			\$	\$	\$
	Effluent (NP)	2/week	104			\$	\$	\$
	RAS (NP)	1/week	52			\$	\$	\$
	Thickener (NP)	1/week	52			\$	\$	\$
TSS / VSS	MLSS (NP)	4/week	208			\$	\$	\$
TS / VS	Digester (solid)	2/week	104			\$	\$	\$
	Cake (solid)	2/week	104			\$	\$	\$
E.Coli	Stormwater (NP)	Semi-Annual	8			\$	\$	\$
	Effluent (NP)	1/week	52			\$	\$	\$
NH3 as N	Influent (NP)	1/week	52			\$	\$	\$
	Effluent (NP)	2/week	104			\$	\$	\$
Alkalinity	Influent (NP)	1/week	52			\$	\$	\$
	Effluent (NP)	1/week	52			\$	\$	\$
Total Phosphorus	Influent (NP)	1/month	12			\$	\$	\$
	Effluent (NP)	1/month	12			\$	\$	\$
Metals*	Stormwater (NP)	Semi-Annual	8			\$	\$	\$
Nitrite	Effluent (NP)	1/month	12			\$	\$	\$
Nitrate	Effluent (NP)	1/month	12			\$	\$	\$

Normal/Scheduled Pickup Fee: \$
Demand Pickup Fee: \$

Mark "N/A" here if location is not geographically serviceable

Unit cost per analyte should include all costs for laboratory handling, materials, analysis, and reporting.

Metals* = Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Manganese, Mercury, Nickel, Selenium, Silver, and Zinc

Bidder Signature (Required)

Clute-Richwood WWTP

TPDES Permit No: WQ0010044001

Analyte	Matrix	Frequency	Estimated Annual Samples	Proposed Method	Reporting Limit	Unit Cost (Normal TAT)	Unit Cost (Weekend)	Unit Cost (Rush Analysis)
BOD-5	Influent (NP)	1/week	52			\$	\$	\$
	Stormwater (NP)	Semi-Annual	6			\$	\$	\$
CBOD-5	Effluent (NP)	2/week	104			\$	\$	\$
TSS	Influent (NP)	1/week	52			\$	\$	\$
	Effluent (NP)	2/week	104			\$	\$	\$
TSS / VSS	MLSS (NP)	2/week	104			\$	\$	\$
TS / VS	Cake (solid)	2/week	104			\$	\$	\$
E.Coli	Effluent (NP)	1/week	52			\$	\$	\$
NH3 as N	Influent (NP)	1/week	52			\$	\$	\$
	Effluent (NP)	2/week	104			\$	\$	\$
Alkalinity	Effluent (NP)	1/week	52			\$	\$	\$
Total Phosphorus	Influent (NP)	1/month	12			\$	\$	\$
	Effluent (NP)	1/month	12			\$	\$	\$
Metals*	Stormwater (NP)	Semi-Annual	6			\$	\$	\$
Nitrite	Effluent (NP)	1/month	12			\$	\$	\$
Nitrate	Effluent (NP)	1/month	12			\$	\$	\$

Normal/Scheduled Pickup Fee: \$
Demand Pickup Fee: \$

Unit cost per analyte should include all costs for laboratory handling, materials, analysis, and reporting.

Metals* = Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Manganese, Mercury, Nickel, Selenium, Silver, and Zinc

Mark "N/A" here if location is not geographically serviceable

Bidder Signature (Required)

Temple-Belton WWTP

TPDES Permit No: WQ0011318001

Analyte	Matrix	Frequency	Estimated Annual Samples	Proposed Method	Reporting Limit	Unit Cost (Normal TAT)	Unit Cost (Weekend)	Unit Cost (Rush Analysis)
BOD-5	Influent (NP)	5/week	260			\$	\$	\$
CBOD-5	Effluent (NP)	Daily	365			\$	\$	\$
TSS	Influent (NP)	5/week	260			\$	\$	\$
	Effluent (NP)	Daily	365			\$	\$	\$
	RAS (NP)	3/week	156			\$	\$	\$
	Thickener (NP)	1/week	52			\$	\$	\$
TSS / VSS	MLSS (NP)	3/week	156			\$	\$	\$
TS / VS	WAS (solid)	2/week	104			\$	\$	\$
	Cake (solid)	3/week	156			\$	\$	\$
	Compost (solid)	4/week	208			\$	\$	\$
NH3 as N	Influent (NP)	3/week	156			\$	\$	\$
	Effluent (NP)	Daily	365			\$	\$	\$
	Thickener (NP)	1/week	52			\$	\$	\$
Alkalinity	Influent (NP)	2/week	104			\$	\$	\$
	Effluent (NP)	2/week	104			\$	\$	\$
Total Phosphorus	Influent (NP)	1/month	12			\$	\$	\$
	Effluent (NP)	1/month	12			\$	\$	\$
Nitrite	Effluent (NP)	2/week	104			\$	\$	\$
Nitrate	Effluent (NP)	2/week	104			\$	\$	\$
pH	Compost (solid)	3/week	156			\$	\$	\$
Fecal Coliform by MTE	Compost (solid)	1/week	52			\$	\$	\$

Normal/Scheduled Pickup Fee: \$
Demand Pickup Fee: \$

Mark "N/A" here if location is not geographically serviceable

Unit cost per analyte should include all costs for laboratory handling, materials, analysis, and reporting.

Metals* = Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Manganese, Mercury, Nickel, Selenium, Silver, and Zinc

Bidder Signature (Required)

Doshier Farm WWTP

TPDES Permit No: WQ0010470002

Analyte	Matrix	Frequency	Estimated Annual Samples	Proposed Method	Reporting Limit	Unit Cost (Normal TAT)	Unit Cost (Weekend)	Unit Cost (Rush Analysis)
BOD-5	Influent (NP)	5/week	260			\$	\$	\$
	Stormwater (NP)	Semi-Annual	16			\$	\$	\$
CBOD-5	Effluent (NP)	5/week	260			\$	\$	\$
TSS	Influent (NP)	5/week	260			\$	\$	\$
	Effluent (NP)	5/week	260			\$	\$	\$
	RAS (NP)	3/week	156			\$	\$	\$
TSS / VSS	MLSS (NP)	3/week	156			\$	\$	\$
TS / VS	WAS (solid)	3/week	156			\$	\$	\$
	Digester (solid)	3/week	156			\$	\$	\$
	Cake (solid)	3/week	156			\$	\$	\$
E.Coli	Effluent (NP)	3/week	156			\$	\$	\$
NH3 as N	Influent (NP)	3/week	156			\$	\$	\$
	Effluent (NP)	5/week	260			\$	\$	\$
Alkalinity	Influent (NP)	2/week	104			\$	\$	\$
	Effluent (NP)	2/week	104			\$	\$	\$
Total Phosphorus	Influent (NP)	1/month	12			\$	\$	\$
	Effluent (NP)	1/month	12			\$	\$	\$
Metals*	Stormwater (NP)	Semi-Annual	16			\$	\$	\$
Nitrite	Effluent (NP)	2/week	104			\$	\$	\$
Nitrate	Effluent (NP)	2/week	104			\$	\$	\$
Turbidity	Reuse (NP)	2/week	104			\$	\$	\$

Normal/Scheduled Pickup Fee: \$
Demand Pickup Fee: \$

Mark "N/A" here if location is not geographically serviceable

Unit cost per analyte should include all costs for laboratory handling, materials, analysis, and reporting.

Metals* = Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Manganese, Mercury, Nickel, Selenium, Silver, and Zinc

Bidder Signature (Required)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §

§

COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Printed Name:

Title:

Company:

Date:

SUBSCRIBED and sworn to before me the undersigned authority by _____ the _____ of, _____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

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.

VENDOR COMPLIANCE TO STATE LAW

Section 2252.002, Texas Government Code, provides that, in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate offices or principal place of business are outside of the State of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the State in which the non-resident's principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the box in Section B.

A. Non-resident vendors in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in _____ (give state), our principal place of business, are not required to underbid resident bidders.

B. Our principal place of business or corporate office is in the State of Texas.

☐

Please Check or mark with an "X"

BIDDER:

(please print)

By: _____ Company

(please print)

Signature: _____

(please print)

Title: _____

City / State _____ Zip _____

THIS FORM MUST BE RETURNED

EXAMPLE RESPONSE TO LITIGATION HISTORY QUESTION

<u>Date</u>	<u>Parties</u>	<u>Nature/Description of Litigation</u>	<u>Outcome</u>
2010	XYZ, Inc. v. Owner	Owner brought suit against XYZ, Inc. claiming flawed design of a concrete pad.	XYZ, Inc. Nonsuited
2011	XYZ, Inc. v. Owner	XYZ, Inc. retained to design bike path, the path collapsed in construction and owner sued XYZ, Inc. and contractor	Settled
2012	XYZ, Inc. v. Contractor	Contractor claimed XYZ, Inc. negligent on a project where Contractor was constructing a tower and the tower allegedly incorporated incorrect materials. XYZ, Inc. disputes the allegations.	Ongoing



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - ☐ Section 2 c. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - No
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - ☐ Section 3 - Self Performing Justification
 - ☐ Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
Point of Contact: _____ Phone #: _____
E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: _____ Bid Open Date: _____
(mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☐ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ☐ - *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ☐ - *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____

Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____ Requisition #: _____

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature

Printed Name

Title

Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

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(Attachment A)

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- ☐ - Yes (If Yes, continue to SECTION B-4.)
- ☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbldsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: _____
Point-of-Contact: _____
E-mail Address: _____

State of Texas VID #: _____
Phone #: _____
Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____
Point-of-Contact: _____
Requisition #: _____

Phone #: _____
Bid Open Date: _____
(mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ on _____
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

☐ - Not Applicable

4. Bonding/Insurance Requirements:

☐ - Not Applicable

5. Location to review plans/specifications:

☐ - Not Applicable

SERVICE PROVIDER CONTRACT

In consideration of the mutual promises as set forth below, this Service Provider Contract ("Contract") is entered into as of the date last executed below ("Effective Date"), by and between **PROVIDER NAME** ("PROVIDER"), with a mailing address of **ADDRESS**, and the **Brazos River Authority** ("BRA"), with a mailing address of 4600 Cobbs Drive, Waco, Texas 76710.

Section I. Performance of Work

1.1 The PROVIDER hereby agrees to provide, perform, and complete to the satisfaction of the BRA all of the "Work" specified in "Exhibit A", attached hereto and incorporated by reference herein **[ADD IF APPLICABLE: and the Bid Documents, incorporated by reference herein]**. The term "Work" as used herein shall mean any and all services, including but not limited to the detailed description of tasks set forth in "Exhibit A", to be performed by the PROVIDER. **[ADD IF APPLICABLE: In the event this Contract and the Bid Documents conflict, this Contract shall supersede the Bid Documents.]**

1.2 In performing the Work, the PROVIDER shall provide all necessary labor, services, transportation, information, data, and other means and items necessary to perform the Work.

1.3 The PROVIDER hereby covenants and agrees, as an independent contractor, to perform the Work required in strict accordance with the terms and provisions of this Contract and in a manner consistent with the level of care and skill ordinarily exercised for similar services in the State of Texas.

1.4 It is understood that the BRA has a vested interest in the quality of the Work to be performed under this Contract, and thus may make suggested revisions or recommendations regarding the Work to be performed under this Contract. The PROVIDER may accept or reject any such suggestions or recommendations. Acceptance of any such suggestions or recommendations shall not relieve the PROVIDER from any of PROVIDER's responsibilities or obligations under this Contract.

Section II. Contract Price and Payment

2.1 Payments for performance of the Work contemplated by this Contract shall be in the amount and in accordance with the provisions set forth in "Exhibit B", attached hereto and incorporated by reference herein.

2.2 Nothing contained in this Contract shall require BRA to pay for any Work that is unsatisfactory as determined by BRA or which is not submitted in compliance with the terms of this Contract.

2.3 BRA will not be required to make any payments to the PROVIDER, when the PROVIDER is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which BRA may have if the PROVIDER is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default. Nothing contained herein shall be construed as authorizing additional fees for services to complete actions not specifically listed for successful completion of the Work.

Section III. Term

3.1 The term of this Contract shall be for a period of one (1) year, commencing on the Effective Date, and may, at the sole discretion of BRA, be renewed by subsequent written agreement of the parties for up to four (4) additional one (1) year periods, for a total potential term of five (5) years. [OR IF APPLICABLE: The services of the PROVIDER shall commence on the Effective Date of this Contract and shall continue until the Work is completed.]

3.2 The PROVIDER additionally agrees to abide by any and all schedules or timing representations set forth in “Exhibit A”.

Section IV. Revisions to Work

4.1 BRA reserves the right to direct substantial revision of the Work after acceptance by BRA as BRA may deem necessary; but in such event BRA shall pay the PROVIDER equitable compensation for services rendered in making such revisions. In any event, when the PROVIDER is directed to make substantial revisions that are in addition to or alter the Scope of Work established in “Exhibit A”, the PROVIDER shall provide to BRA a written proposal for the entire cost involved in the revisions.

4.2 Prior to the PROVIDER undertaking any substantial revisions as directed by BRA, BRA must authorize in writing the nature and scope of the revisions, accept the method and amount of compensation, and the time required to perform all phases of the Work.

4.3 If revisions of the Work are required by reason of the PROVIDER’s error or omission, then such revisions shall be made by the PROVIDER without additional compensation and in a timeframe as directed by BRA.

4.4 It is expressly understood and agreed by the PROVIDER that any compensation not specified in “Exhibit B” shall require prior written approval by BRA.

Section V. The PROVIDER’s Coordination with BRA

5.1 The PROVIDER shall be available for conferences with BRA so that Work can be completed with the full benefit of BRA experience and knowledge of existing needs and

facilities and be consistent with current policies and standards of the BRA. PROVIDER may request BRA to make available existing plans, maps, field notes, and other data in its possession relative to the Work.

Section VI. Termination

6.1 This Contract may be terminated at any time by BRA for any cause without penalty or liability. Upon receipt of such notice by BRA, the PROVIDER shall immediately discontinue all services and actions on behalf of BRA.

6.2 As soon as practicable after receipt of notice of termination, the PROVIDER shall submit a written statement showing in detail the costs of services performed but not paid for under this Contract through the date of termination. The PROVIDER will forward to BRA all portions of the Work performed through the date of termination, including required warranties. BRA shall then pay the PROVIDER promptly the accrued and unpaid amounts due for services to the date of termination, to the extent the services are approved by BRA.

Section VII. Default

7.1 BRA may terminate this Contract without prejudice to any other remedy it may have, when the PROVIDER defaults in performance of any provision herein, or fails to carry out the Work in accordance with the provisions of this Contract.

7.2 On such termination, BRA may take possession of all the intellectual property prepared or gathered to date [OR IF APPLICABLE: equipment, and/or parts pertinent to the equipment, repaired or purchased to date] in performance of the Work, including required warranties, and finish the Work in whatever way BRA deems expedient. On such default by the PROVIDER, BRA may elect not to terminate the Contract, and in such event, BRA may make good the deficiency in which the default consists and deduct the costs from the Contract sum to become due to the PROVIDER.

Section VIII. Insurance

8.1 The PROVIDER shall, at PROVIDER's sole expense, maintain insurance coverage as set forth below:

General Liability Insurance:

Bodily Injury	\$ 500,000 per person
Bodily Injury	\$ 1,000,000 per occurrence
Property Damage	\$ 1,000,000 per occurrence
Aggregate	\$ 2,000,000

Workers' Compensation: Statutory

Automobile Liability:	\$ 1,000,000 per claim / aggregate
Employers' Liability	\$ 1,000,000 policy limit
Pollution Liability	\$ 1,000,000 per claim / aggregate

8.2 The PROVIDER shall not commence providing Work under this Contract until such required insurance is in full force and effect, and until such insurance has been reviewed and deemed adequate by the BRA. The PROVIDER shall not allow any subcontractor to commence providing services on PROVIDER's subcontract until such time as PROVIDER's subcontractor(s) has obtained all requisite insurance. The PROVIDER shall not commence any Work until the aforementioned requirements have been met. Approval of insurance by the BRA shall not relieve or decrease the liability of the PROVIDER hereunder.

8.3 All required policies shall name BRA as an additional insured, except Workers' Compensation and Employers' Liability Insurance. As proof of the PROVIDER's insurance coverage, the PROVIDER shall furnish to BRA valid certificates of insurance of the types and limits required herein, listing BRA as the certificate holder and additional insured, prior to commencing Work on the project. In the event PROVIDER's insurance coverage does not provide for automatic additional insured coverage, PROVIDER shall provide BRA an additional insured endorsement along with its certificate. In addition, the required insurance coverage shall contain a provision that coverage afforded under the policies will not be materially changed or canceled without provision of thirty (30) days written notice to BRA. The insurance requirements shall remain in effect throughout the term of the Contract.

8.4 Concerning insurance to be furnished by the PROVIDER, it is a condition precedent to acceptability thereof that:

- i. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by the PROVIDER; and
- ii. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas.

8.5 The PROVIDER agrees to the following:

- i. The PROVIDER hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall not have the right to recovery or subrogation against BRA, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies.

ii. Companies issuing the insurance policies and the PROVIDER shall have no recourse against BRA for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of the PROVIDER.

iii. Approval, disapproval, or failure to act by BRA regarding any insurance supplied by the PROVIDER (or any subcontractors) shall not relieve PROVIDER of full responsibility or liability, if any, for damages and accidents as set forth in the Contract. Neither shall the insolvency or denial of liability by the insurance company exonerate the PROVIDER from liability.

iv. No special payments shall be made for any insurance that the PROVIDER and subcontractors, if any, are required to carry; all are included in the Contract price and the Contract unit prices.

v. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

Section IX. No Third-Party Beneficiary

9.1 No claim as a third-party beneficiary under this Contract by any person, firm, or corporation shall be made or be valid against the BRA, and the BRA shall not be liable for or be held to pay any money to any such person.

Section X. Successors and Assigns

10.1 The PROVIDER shall not assign this Contract in whole or part, assign any of its rights or obligations under this Contract or assign any payment due or to become due under this Contract, without the prior, express written consent of the BRA.

10.2 Any attempted or purported assignment by the PROVIDER without the BRA's approval shall be void and of no force and effect and shall constitute a default under this Contract.

Section XI. Liability

11.1 Acceptance of the Work by BRA shall not constitute nor be deemed a release of the responsibility and liability of the PROVIDER, its employees, agents, assigns or subcontractors for the accuracy and competency of the Work contemplated by this Contract.

11.2 The PROVIDER shall be solely and completely responsible for performing the Work with diligence and in a manner consistent with the level of care and skill ordinarily exercised for such similar services in the State of Texas.

Section XII. Indemnification

12.1 THE PROVIDER SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES AND REGULATIONS AND SHALL INDEMNIFY, KEEP, SAVE AND HOLD BRA HARMLESS FROM ANY AND ALL LIABILITY OR DAMAGES RESULTING FROM FAILURE TO DO SO.

12.2 IN ADDITION, THE PROVIDER AGREES TO INDEMNIFY, KEEP, SAVE AND HOLD BRA HARMLESS FROM ANY AND ALL ACTIONS, LIABILITIES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES, IN CASE AN ACTION IS FILED OR DOES IN ANY WAY ACCRUE AGAINST BRA, ITS OFFICIALS, OFFICERS, AND EMPLOYEES IN CONSEQUENCE OF THIS CONTRACT FOR ANY NEGLIGENT ACT OR OMISSION OF THE PROVIDER IN THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT, OR THAT MAY RESULT FROM THE CARELESSNESS OR LACK OF SKILL OF THE PROVIDER OR THE PROVIDER'S AGENTS, SUBCONTRACTOR, ASSIGNS OR EMPLOYEES. IN THE EVENT A JUDGMENT IS RECOVERED AGAINST BRA FOR ANY SUCH LIABILITY, COSTS OR EXPENSES, SUCH JUDGMENT SHALL BE CONCLUSIVE AGAINST THE PROVIDER.

12.3 IT IS SPECIFICALLY UNDERSTOOD AND AGREED BY THE PROVIDER THAT SUCH INDEMNITY IS INDEMNITY BY THE PROVIDER TO INDEMNIFY AND PROTECT BRA FROM LIABILITY, CLAIMS, SUITS, LOSSES, DAMAGES OR CAUSES OF ACTION CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROVIDER, THE PROVIDER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROVIDER EXERCISES CONTROL. BRA AGREES TO GIVE PROVIDER PROMPT NOTICE OF ANY CLAIM, CONTROL OF THE DEFENSE OR SETTLEMENT OF THAT CLAIM AND REASONABLE ASSISTANCE AND INFORMATION RELATED TO THE CLAIM.

Section XIII. Confidentiality

13.1 During the performance of this Contract, the PROVIDER has or will have access to confidential or proprietary information belonging to BRA. The PROVIDER herein agrees to maintain the confidentiality of the information received from BRA and information derived from performance of the Work.

13.2 This obligation shall not apply to information already in the public domain or to disclosures required by law, including the Texas Public Information Act.

Section XIV. Severability

14.1 If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract are for any reason held to be

invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section XV. Independent Contractor

15.1 The PROVIDER covenants and agrees that PROVIDER is an independent contractor and not an officer, agent, servant or employee of BRA. The PROVIDER hereby acknowledges that it shall have exclusive control of and exclusive right to control the details of the Work, performed hereunder, and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, and subcontractors.

15.2 In addition, the PROVIDER agrees that the doctrine of *respondeat superior* shall not apply as between BRA and the PROVIDER and nothing herein shall be construed as creating a partnership or joint enterprise between BRA and the PROVIDER.

Section XVI. Disclosure

16.1 By signature of this Contract, the PROVIDER acknowledges to BRA that PROVIDER has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect.

16.2 The PROVIDER further agrees that PROVIDER will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

Section XVII. Compliance with Laws and Licenses

17.1 The PROVIDER shall at all times observe and comply with all the provisions of the laws of the State of Texas and federal laws, rules and regulations which in any manner limit, control, or apply to the actions or operations of the PROVIDER, his subcontractor(s), or his or their employees, agents or servants, engaged in performance of the Work.

Section XVIII. Venue and Choice of Law

18.1 The parties to this Contract agree and covenant that this Contract will be enforceable in McLennan County, Texas and that if legal action is necessary to enforce this Contract, exclusive venue will lie in McLennan County, Texas.

18.2 This Contract shall be construed under Texas law (without regard for choice of law considerations).

Section XIX. Entire Agreement

19.1 This Contract sets forth the entire agreement between the BRA and the

PROVIDER with respect to the accomplishment of the Work and the payment of the Contract price therefore, and there are no other understandings or agreements, oral or written, between the BRA and the PROVIDER with respect to the Work and the compensation therefore, nor was the making and execution of this Contract induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

Section XX. Amendments

20.1 No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed by the BRA and the PROVIDER.

Section XXI. Headings

21.1 The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section XXII. Remedies

22.1 No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition of this Contract.

Section XXIII. Review of Contract

23.1 The PROVIDER has carefully examined, reviewed, and accepted this Contract and there are no discrepancies, errors, omissions, ambiguities, or conflicts in this Contract that are material to the PROVIDER's provision, performance or completion of the Work, the Contract price or Contract schedule that have not been clarified in writing by the BRA to the satisfaction of the PROVIDER.

Section XXIV. Right to Audit

24.1 The PROVIDER shall establish and maintain a reasonable accounting system that enables BRA to readily identify the PROVIDER's assets, expenses, costs of goods, and use of funds. BRA and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the PROVIDER, including, but not limited to those kept by the PROVIDER, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc); all paid vouchers

including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; Contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

24.2 The PROVIDER shall, at all times during the term of this Contract and for a period of ten years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials. The PROVIDER shall at any time requested by BRA, whether during or after completion of this Contract, and at the PROVIDER's own expense make such records available for inspection and audit (including copies and extracts of records as required) by BRA. Such records shall be made available to BRA during normal business hours at the PROVIDER's office or place of business and subject to a three-day written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for BRA.

24.3 The PROVIDER shall ensure BRA has these rights with the PROVIDER's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the PROVIDER and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the PROVIDER's obligations to BRA.

Section XXV. Security & Emergency Management

25.1 The PROVIDER shall coordinate any relevant security matters with the BRA. In the event of an emergency, the PROVIDER shall be responsible for effectively and efficiently notifying BRA.

25.2 If requested by BRA, the PROVIDER shall familiarize themselves with the BRA's emergency management programs, notification flowcharts, and response processes established by BRA. In the event of an emergency, PROVIDER shall follow all of BRA's emergency management programs as well as efficiently and effectively notify BRA of such emergency.

Section XXVI. Boycotting Provisions [DELETE IF CONTRACT IS UNDER 100K OR IF PROVIDER HAS UNDER 10 EMPLOYEES]

26.1 PROVIDER hereby verifies that PROVIDER:

- i.** Does not currently, and will not for the term of the Contract, boycott Israel;
- ii.** Does not currently, and will not for the term of the Contract, boycott any company that engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to

meet environmental standards beyond applicable federal and state law;

iii. Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

Section XXVI. Notices

26.1 All notices, communications, and reports required under the Contract shall be personally delivered or mailed to the respective parties by certified mail, return receipt requested, or by standard overnight courier, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party of a change in address. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for BRA, to:

Brazos River Authority
4600 Cobbs Drive
Waco, Texas 76710

If intended for the PROVIDER, to:

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, in multiple counterparts, intending to be bound thereby as of the Effective Date.

BRAZOS RIVER AUTHORITY

PROVIDER

By: _____

By: _____

Name: **DAVID COLLINSWORTH**

Name: _____

Title: **GENERAL MANAGER/CEO**

Title: _____

Date: _____

Date: _____

**EXHIBIT A
SCOPE OF WORK**

TEMPLATE

**EXHIBIT B
COMPENSATION**

Section I. Compensation

1.1 The PROVIDER shall be compensated for the Work provided under this Contract on a time and materials basis up to the not-to-exceed amount of the labor and equipment rental and the applicable scenario as set forth in the table below:

Description	Total Not-to-Exceed Cost
Total Not-to-Exceed Contract Price	\$

Section II. Price Escalation/De-Escalation Clause

2.1 A price escalation request may not be made for at least ninety (90) days after the start of the current Contract term, and not more than once during the Contract term. Price Escalation requests may be made prior to or during subsequent renewal terms, but not more than once during each renewal term. The price for any product or service may not increase without written approval by BRA. Any price escalation request must be submitted in writing to the BRA and, if requested, VENDOR must provide acceptable documentation supporting the request. BRA will provide a written response to the price escalation request within thirty (30) days of receipt. BRA reserves the right to negotiate reductions in price due to changes in market conditions at any time during the Contract term(s).

Section III. Invoicing

3.1 The BRA normally will pay properly submitted PROVIDER invoices within thirty (30) days of receipt providing goods and/or services have been delivered and accepted as specified.

Invoices must be received in the BRA's Finance and Administration office no later than the 10th of the following month and presented for payment in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the following address for processing.

Brazos River Authority
Accounts Payable
PO Box 7555
Waco, Texas 76714

3.2 The BRA has set a goal to have as much paperwork as possible submitted electronically. PROVIDER is asked to submit invoices electronically to the following Accounts Payable email address: accounts.payable@brazos.org. PROVIDERs who use the electronic submittal should not mail the original invoice.