



## **Request for Proposals**

### **Silas Ray Power Plant**

### **Electrical Heat Trace for Unit #6**

**P006-23**

**Proposal Due Date: November 9, 2022 by 5:00 PM**  
**Proposal Acknowledgement Date: November 10, 2022 at 11:00 AM**



**LEGAL NOTICE  
AND  
REQUEST FOR PROPOSAL  
P006-23**

The Brownsville Public Utilities Board (Brownsville PUB) will accept sealed proposals for the Silas Ray Power Plant Electrical Heat Trace for Unit #6 until **5:00 PM, November 9, 2022**, in the Brownsville PUB Purchasing Office, 1155 FM 511, Olmito, Texas. **RFPs received after this time will not be considered.**

Proposals will be publicly opened and read aloud on November 10, 2022 at 11:00 AM. Firms can call in at 11:00 AM, November 10, 2022 to (956) 214-6020 to listen to the proposal acknowledgement.

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

Please mark on the **outside of the envelope and on any carrier's envelope:** "RFP SILAS RAY POWER PLANT ELECTRICAL HEAT TRACE FOR UNIT #6, P006-23, November 9, 2022, 5:00 PM", and send to the attention of Diane Solitaire, Purchasing Department, 1155 FM 511, Olmito, Texas 78575.

The Brownsville PUB will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the RFP to the Brownsville PUB, Purchasing Office by the given deadline above. **RFPs via electronic transmission and facsimile will not be accepted.**

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

BY:

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

## **Please submit this page upon receipt**

### **ACKNOWLEDGEMENT FORM**

P006-23 Silas Ray Power Plant Electrical Heat Trace for Unit #6

For any clarifications, please contact Rick Flores or Diane Solitaire at Brownsville PUB Purchasing Department at (956) 983-6368 or (956) 983-6366 or via e-mail: [riflores@brownsville-pub.com](mailto:riflores@brownsville-pub.com) or [dsolitaire@brownsville-pub.com](mailto:dsolitaire@brownsville-pub.com)

Please email this page upon receipt of the RFP package or legal notice. If you only received the legal notice and you want the RFP package mailed please provide a method of shipment with account number in the space designated below.

Check one:

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

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

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

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

Carrier: \_\_\_\_\_

Account: \_\_\_\_\_

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

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

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

Date \_\_\_\_\_

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

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

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

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

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

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

**IF SPECIFICATIONS ARE DOWNLOADED FROM WEBSITE PLEASE EMAIL THIS PAGE TO E-MAIL ADDRESS LISTED ABOVE**

# **REQUEST FOR PROPOSAL**

## **Silas Ray Power Plant Electrical Heat Trace for Unit #6**

### **OBJECTIVE**

The Brownsville PUB (BPUB) is seeking proposals for Silas Ray Power Plant Electrical Heat Trace for Unit #6. The awarded firm must assure BPUB Silas Ray Power Plant will continue to comply with ERCOT Winter Winterization & Cold Weather Preparation.

### **GENERAL BACKGROUND**

The City, located in Cameron County, along the Rio Grande River, approximately 23 miles from the Gulf of Mexico, is a home rule city organized and existing under the laws of the state of Texas, including the City's Charter, as amended (the "Charter"). The City owns and operates a combined electric, water, and wastewater utilities system (collectively, the "system") serving the City and certain areas outside the city. The City's authority with regard to public utility ownership and services is generally exercised through the Brownsville PUB Board of Directors (Board). The Board, created and established by Article VI of the Charter as a separate and distinct agency of the City, has authority to control, manage, and operate the system and to expand and apply System revenues, subject to certain limitations. The Brownsville PUB executive administration includes a general manager/chief executive officer and one assistant general manager and chief operating officer and a chief financial officer responsible for specific divisions. The Brownsville PUB employs approximately 590 employees. The Brownsville PUB fiscal year is the 12-month period ending September 30<sup>th</sup> of each year and is referred to herein as the "fiscal year."

### **PROPOSAL INFORMATION**

All proposal envelopes shall contain one (1) original paper copy and one (1) electronic version (PDF format on either USB stick or CD/DVD) of the submittal, including any supplemental printed material referenced with the RFP shall be included. The original proposals will be opened and only the Firm's name read aloud at the Brownsville PUB Purchasing Office located at 1155 FM 511, Olmito, TX. All proposals will be managed by Brownsville PUB in a manner that avoids disclosure of the contents to competing Firms and keeps the proposals confidential during any negotiations. All proposals will be open for public inspection as stated in the Texas Public Information Act, after the contract is awarded; however, trade secrets and confidential commercial or financial information in the proposals specifically identified by the firms will not be open for public inspection. Accordingly, all pages in the proposal that the Firm considers to be proprietary and confidential should be appropriately marked.

Direct any questions to Rick Flores, Purchasing; email: [riflores@brownsville-pub.com](mailto:riflores@brownsville-pub.com) phone: (956) 983-6368.

Firms must guarantee their Original Proposal or subsequently clarified proposal for at least ninety (90) days from the Original Proposal opening date. To obtain the best and final offer, the Brownsville PUB may require written clarifications and explanations of Firm proposals after Original Proposal submissions when certain candidates have been selected for interviews (if

applicable). The Brownsville PUB will not be liable for any of the Firm's costs or expenses incurred in preparation or presentation of the Proposal(s). The Brownsville PUB also reserves the right to conduct a pre-award survey, or to require other evidence of managerial, financial, or other abilities prior to the award of the contract.

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

To ensure that the award is made to the Firm whose proposal best meets the needs of the Brownsville PUB discussion may be conducted with the top-rated Firm(s) at Brownsville PUB's discretion. The Brownsville PUB expects that no more than one meeting will be held. After the meeting, five (5) working days will be allowed for the Firm(s) to submit all requested additional information and explanations in writing, which shall be deemed a part of their final offer. The Firm(s) shall submit with such clarifications and explanations any revised projected schedule. The Firm(s) shall be treated fairly and equally with respect to any and all opportunities for discussion, clarification, and explanation of proposals.

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

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

### **FIRM REPRESENTATIVE**

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

### **FIRM ACH (DIRECT DEPOSIT) SERVICES**

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

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

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

## **TAXES**

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

## **SIGNING OF PROPOSAL**

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

## **EEOC GUIDELINES**

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

## **LIVING WAGE STATEMENT**

On April 16, 2007, the Brownsville PUB Board of Directors approved a policy that requires all Contractors and Subcontractors doing work for the Brownsville PUB pay a minimum wage rate of \$8.00/hour. The Brownsville PUB requires that all Contractors and Subcontractors comply with this policy.

## **CONTRACT AND PURCHASE ORDER**

A contract for the products and/or services selected will be placed into effect by means of a purchase order issued by Brownsville PUB after evaluation and final approval by the Brownsville PUB Board of Directors.

## **BROWNSVILLE PUB RIGHTS**

1. If only one or no proposal is received by "submission date", the Brownsville PUB has the right to reject, re-submit, accept and/or extend the proposal by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all proposals and to make award as they may appear to be advantageous to the Brownsville PUB.
3. The right to hold proposal for 90 days from submission date without action, and to waive all formalities in proposal.
4. The right to extend the total proposal beyond the original 90-day period prior to an award, if agreed upon in writing by all parties (Brownsville PUB and Firm/contractor) and if Firm/vendor holds original proposal firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within Thirty (30) calendar days written notice; for cause: upon default by the Firm/contractor, for delay or

- non-performance by the Firm/contractor; or if it is deemed in the best interest of the Brownsville PUB for Brownsville PUB's convenience.
6. The right to increase or decrease quantities. In response, stipulate whether an increase or decrease in services will affect price.
  7. Brownsville PUB has the right to refuse to enter into a contract or other transaction with any individual or entity indebted to the municipality as per Local Government Code 252.0436

## **CORRECTIONS**

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

## **UNAUTHORIZED COMMUNICATIONS**

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

## **PROPOSAL TIMELINE**

<b>PROPOSAL SUBMISSION TIMELINE</b>	
<b>TARGET DATE</b>	<b>DESCRIPTION OF EVENTS</b>
October 24, 2022	RFP package distributed to prospective firms
November 1, 2022	Last day to submit questions and clarifications by 5:00 PM
November 9, 2022	<b>Responses due by 5:00PM at the Brownsville PUB Purchasing Office</b>
November 10, 2022	Proposal acknowledgement at 11:00AM

November 10-14, 2022	Send to Department for Evaluation and Recommendation
December 12, 2022	Brownsville PUB Board Consideration of Action (tentative date)

### **INSTRUCTIONS TO RFP RESPONDENTS**

Respondents must submit a proposal containing the following elements:

- 1) Identify and describe the submitting organization, including:
  - Organizational type
  - Parent organizations
  - Tax ID number
  - Company address
  - Annual gross revenues for the previous fiscal year
  - Number of employees by employee type
  - Target market
  - Product & services
- 2) Identify the person, by listing name and title, authorized to obligate the organization contractually.
- 3) Identify the contact person responsible for this response. Specify, phone, email and web site address, as applicable.
- 4) Identify the person responsible to resolve contract issues. Specify, phone, email and web site address, as applicable.
- 5) Provide at least three (3) references of other businesses, preferably utilities, where similar services have been provided. Provide contact person, telephone number and email address for each reference.
- 6) Provide a brief summary of the proposed approach to meet the objectives of this RFP.
- 7) Complete the pricing schedule as provided on Price Sheet, page 14. Pricing schedule shall include **ALL** costs which pertain to the products and services that will be provided. Please state all assumptions and limitations that apply to the proposed pricing.

### **SUBMITTAL INSTRUCTIONS**

Brownsville PUB is requesting one (1) paper copy and one (1) electronic version (PDF format on either USB stick or CD/DVD) of the Proposal, to be enclosed in a sealed envelope and plainly marked on the outside of the envelope or any carrier's envelope: **"RFP FOR SILAS RAY POWER PLANT ELECTRICAL HEAT TRACE FOR UNIT #6, NOVEMBER 9, 2022, 5:00 PM"**, mailed, sent by overnight courier, or hand delivered to the attention of:



Brownsville Public Utilities Board  
Attention: Diane Solitaire  
Purchasing Department  
1155 FM 511, Olmito, TX 78575

**NO PROPOSAL WILL BE ACCEPTED AFTER 5:00 PM ON THE DATE PROPOSAL IS DUE.**

**MINIMUM SUBMISSION REQUIREMENTS**

1. Firm is responsible for all the necessary material, equipment, reports and labor to provide the products and services proposed.
2. Approach. The proposal should include a detailed description of the products and service the respondent will provide, along with any unique characteristics of the respondent's delivery approach.
3. References. Provide three references, including contact name, email address and current telephone number where projects SIMILAR to that described herein have been completed.
4. Cost Factor Sheet.
5. Experience. Describe the number of years the company has been involved with similar projects and describe the experience and training of key personnel.

**REFERENCE CHECKS**

The Brownsville PUB will contact prospective supplier's references by email or telephone.

**RFP IS NOT A BASIS FOR OBLIGATIONS**

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

**RIGHTS TO SUBMITTED MATERIALS**

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

## **BUSINESS REQUIREMENTS**

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

## **WORK HOURS/PAYMENT PROCEDURES**

The Silas Ray Electrical Heat Trace for Unit #6 at Brownsville PUB Silas Ray Power Plant will only be allowed during normal working hours, Monday-Friday, 8:00 AM to 5:00 PM. The invoice must include the BPUB's Purchase Order number and a brief description of work completed.

Payment: Upon final completion and acceptance of the Work, BPUB shall pay the proposal price as provided in the Price Sheet.

## **INSPECTION SITE**

Each respondent shall visit the site of the proposed work and fully acquaint themselves with the existing conditions there relating to installation and labor, and shall fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the project. The respondent should thoroughly examine and familiarize themselves with the technical specifications and other pertinent documentation. The respondent shall in no way be relieved of any obligation under it due to their failure to receive or examine any form or legal instrument, or to visit the site and acquaint themselves with the conditions there existing and the BPUB will be justified in rejecting any claim for extra time, or compensation, or both, based on facts regarding which respondent should have been on notice as a result thereof. Visits to the site shall be arranged by calling **Joshua I. Garcia at (956) 983-6472**.

## **SAFETY PROVISIONS**

Respondent shall provide barricades, flares, warning signs, and/or flagmen so that danger and inconvenience to the public, railroad and job site working personnel will be eliminated. In addition to any other requirements of the Contract Documents, the Respondent shall be responsible for familiarity and compliance with all Federal (OSHA), State, Railroad and local safety rules, laws and requirements. A Job Safety Analysis (JSA) form is to be completed, executed, and submitted by the vendor prior to entering into a contractual agreement with the OWNER. The completed JSA form must be included along with other Contract Documents included herein. Assistance in completing this form is available from Adolfo Vasquez, BPUB Safety Department, at (956) 983-6254. Sample form is attached at end of document.

## **INDEMNIFICATION**

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

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

**IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AN INDEMNITY EXTENDED BY FIRM TO INDEMNIFY, PROTECT AND HOLD HARMLESS, THE BPUB FROM THE CONSEQUENCES OF THE BPUB'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE BPUB IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE BPUB IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. FIRM FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE BPUB AND IN THE NAME OF THE BPUB, ANY CLAIM OR LITIGATION RELATED TO SERVICES UNDER THIS CONTRACT BROUGHT AGAINST THE BPUB AND/OR ITS BOARD OF DIRECTORS, EMPLOYEES, OFFICERS, AGENTS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY WILL APPLY, AS SET FORTH ABOVE.**

### **INSURANCE REQUIREMENTS**

Brownsville PUB, in its sole discretion, may require at Firm's expense certain insurance guaranteeing performance and payment of the services to be provided hereunder and may require at Firm's expense to maintain in force certain types of insurance during the time services are being performed. Insurance must be underwritten by companies acceptable to Brownsville PUB and authorized to do business in the State of Texas. True and correct copies must be filed with Brownsville PUB prior to the commencement of performing service hereunder.

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

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

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

Commercial General Liability

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

Business Automobile Liability for all vehicles:

Bodily injury and property damage –  
\$500,000.00 combined single limit each accident

Excess Umbrella Liability:  
\$1,000,000.00

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

- D. Service Provider shall furnish Brownsville PUB with Insurance Certificate(s) at least ten (10) calendar days prior to field work commencement, which confirm that all required insurance policies are in full force and effect.
- E. Brownsville PUB and Service Provider waive all rights against each other and their officers, directors, agents, or employees for damage covered by any Brownsville PUB or construction contractor property insurance in effect during and after the completion of Service Provider's services.

PRICE SHEET  
P006-23

MATERIAL	DESCRIPTION	QTY.	UNIT
	<b>POWER DISTRIBUTION SCOPE #1</b>		
3C/#10	3C/#10 CABLE	120	FT
CONDUIT	¾" CONDUIT W/FITTINGS, COVERS AND SUPPORTS STRAPS	100	FT
	<b>HEAT TRACE SCOPE #1</b>		
MI	MI-CABLE 120V FREEZE PROTECTION	200	FT
	STAINLESS STEEL TIE WIRE	10	LB
	<b>INSULATION SCOPE #1</b>		
FG	INSULATION- 1" X 1 ½" FIBERGLASS INSULATION	120	FT
	<b>POWER DISTRIBUTION SCOPE #2</b>		
3C/#10	3C/#10 CABLE	180	FT
CONDUIT	¾" CONDUIT W/FITTINGS, COVERS AND SUPPORTS STRAPS	60	FT
DTS	DTS/UAS POWER KITS	3	EA

PRICING FOR HEAT TRACING SERVICES SCOPE #1	PRICE
Electrical and Heat Trace Scope (Labor and Materials)	\$
INSULATION (Labor and Materials)	\$
<b>TOTAL SCOPE #1</b>	<b>\$</b>
PRICING FOR HEAT TRACING SERVICES SCOPE #2	PRICE
Electrical and Heat Trace Scope (Labor and Materials)	\$
<b>TOTAL SCOPE #2</b>	<b>\$</b>
PRICING FOR HEAT TRACING SERVICES SCOPE #3 (AUDIT)	PRICE
Audit for x2 Panels / ITC controller and affiliated Heat Trace (Labor)	\$
<b>TOTAL SCOPE #3</b>	<b>\$</b>
<b>TOTAL FOR ALL 3 SCOPES</b>	<b>\$</b>

TOTAL COST: \_\_\_\_\_  
(Written in words)

**SPECIAL INSTRUCTIONS:**

If submitting a proposal on other than referenced specifications, provide complete descriptive information of said article.

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

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

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

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

Authorized Company Representative: \_\_\_\_\_  
Signature – **Failure to sign RFP will disqualify RFP** / Date

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

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

E-mail: \_\_\_\_\_

## **EVALUATION CRITERIA**

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

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

### **1. Previous experience on a similar project (Weight: 5) (25 points maximum)**

The BPUB is interested in the previous experience of similar projects that the Firm has completed successfully. List no more than three projects meeting these criteria which have been completed by the Firm.

### **2. Cost / Budget (Weight: 5) (25 points maximum)**

The BPUB is interested in the Firm's history and success remaining within budget with projects of similar scope of work, complexity and budget as the project described in this solicitation.

### **3. Structure and Project Approach (Weight: 4) (20 points maximum)**

The BPUB is interested in Firm's organizational structure, their understanding of the project issues and their approach to the project(s). Identify project leadership, reporting responsibilities, how Firm will interface with the BPUB project manager. Describe any significant project issues and the Firm's approach in addressing those issues.

### **4. Reference Checks (Weight: 2) (10 points maximum)**

BPUB shall verify references provided with this response to assist in selecting Firm(s) ability to provide services required.



## **5. Schedule Availability/Flexibility (Weight: 4) (20 points maximum)**

Firm shall be able to start work within a two weeks' notice.

### **SCOPE OF WORK TO CONDUCT AN ELECTRICAL HEAT TRACE FOR UNIT #6, HEAT TRACE POWER DISTRIBUTION, AND EXISTING HEAT TRACE AUDIT**

#### **ELECTRICAL HEAT TRACING**

##### **1.0 SCOPE OF SUPPLY**

###### **1.1 GENERAL**

This specification establishes the minimum requirements for the engineering, design, materials, fabrication, installation, testing, and performance of electrical heat tracing systems. Reference to other codes, standards, and regulations shall be interpreted as an integral part of this specification. The guarantee and warranty as set forth in this specification shall be the responsibility of the electrical heat tracing sub-contractor without exception. In the event that any other requirements of the specification are in conflict with the ability of the sub-contractor to meet the performance requirements contained herein, such exception shall be identified.

**SCOPE 1:** The heat tracing systems provided under this specification shall be for Unit 6 Transmitters. Sizes of thermal insulation, which will cover the heat tracing, will be provided in Section 1.4. Contractor can suggest sizing of insulation based on walk down prior to bidding.

**SCOPE 2:** Existing Power distribution provided under this specification shall be for HRSG penthouse breaker. Modification of existing power distribution; split one circuit into 3 circuits. Upgrade each breaker to 20amp breaker.

**SCOPE 3:** Contractor to perform an audit on existing Silas Ray heat trace Panels (2) and ITC controller.

The systems shall be complete with all required equipment, materials, and services listed in paragraph 1.2. Items not listed in paragraph 1.2, but required to provide complete and operable systems, shall be included.

## 1.2 WORK INCLUDED

The equipment and services to be provided under this Specification shall include, but not be limited to, the following:

### 1.2.1 Electrical Heat Tracing Systems:

- Site investigation
- Engineering and design
- Conductors, cables, and wires
- Conduit, fittings, covers, and support straps
- Thermal Insulation
- Test boxes
- Breakers, ITC Controller (DTS-HAZ) digital thermostat kit
- Freeze Protection circuits
- Installation
- Testing, start-up and test reports
- Operation and maintenance manuals
- Operator training
- Installation labor and labor supervision
- As-built drawings (Isometric Drawings with added heat trace modification)

1.2.2 Special tools required for assembly and disassembly of equipment supplied under this specification.

1.2.3 Special services including on site field support, start-up support and training as required by the purchase order.

1.2.4 Drawings, data, maintenance manuals and other information as indicated on the enclosed "Vendor Data Requirements" data sheet.

## 1.3 ITEMS NOT INCLUDED

The following items will be furnished by others:

- Power supply to local area, dedicated for heat tracing

## 1.4 PIPING SYSTEMS AND EQUIPMENT

### 1.4.1 Electrical Heat Tracing System

The above ground portions of the following piping systems and equipment shall be provided with a heat trace system for freeze protection. The limits of the above ground construction are shown on the attached drawings included and made part of this specification.

SYSTEM	ITEM	SIZE	MATERIAL	NOTES
Power Distribution Scope#1				
	3C/#10		3C/#10	QTY.120FT
	Conduit	¾” conduit w/fittings, covers and support straps	¾” conduit w/fittings, covers and support straps	QTY. 100 FT
Heat Trace Scope#1				
	MI cable		MI Cable 120V Freeze protection	QTY. 200 Ft
	Stainless steel tie wire		Stainless steel tie wire	QTY. 10LB
Insulation Scope #1				
	FG		Insulation 1” X 1 ½” Fiberglass Insulation	QTY. 120FT
Power Distribution Scope #2				
	3C/#10		3C/#10	QTY.180FT
	Conduit	¾” conduit w/fittings, covers and support straps	¾” conduit w/fittings, covers and support straps	QTY. 60 FT
	(DTS-HAZ) digital thermostat kit		DTS/UAS POWER KTIS	3 EA

## 1.5 CONTINUITY OF DESIGN

Materials used for connections to existing systems and structures shall match existing, unless specified otherwise. Coordinate heat tracing design with insulation and electrical contractors.

## 2.0 CODES AND STANDARDS

### 2.1 LAWS AND REGULATIONS

The equipment specified herein shall be designed and constructed in accordance with all Federal, State, and Local laws and regulations.

### 2.2 CODES AND STANDARDS

The cathodic protection systems shall be designed in accordance with the latest issue of the following codes, standards, and recommended practices.

ANSI	-	American National Standards Institute
ASTM	-	American Society for Testing Materials
AWS	-	American Welding Society
OSHA	-	Occupational Safety and Health Administration
FM	-	Factory Mutual
IEEE	-	Institute of Electronic and Electrical Engineers
ISA	-	Instrument Society of America
NACE	-	National Association of Corrosion Engineers
NEC	-	National Electrical Code
NEMA	-	National Electrical Manufacturers Association
NFPA	-	National Fire Protection Association
UL	-	Underwriters Laboratory

### 2.3 REFERENCE DRAWINGS AND SPECIFICATIONS

The following specifications are included for reference and form an integral part of this specification:

BPUB SECTION 01900 - TECHNICAL AND PERFORMANCE REQUIREMENTS  
SUBSECTIONS AS FOLLOWS: ELECTRICAL REQUIREMENTS

#### Section 3.19 Freeze Protection

- A. Furnish and install a freeze protection system to protect water and process piping including control lines and devices from freezing or malfunctioning during cold weather. Protection will extend to below the frost line. Freeze protection will employ self-limiting and mineral insulated type as appropriate and be sized based on the insulation requirements. The freeze protection system will consist of one or more monitoring and control panels with a dedicated transformer, power circuits, and heat trace circuits. Provide thermostatic controls to energize all circuits.

## 2.4 CONFLICTS

Any conflicts between the above requirements and this specification requirements shall be called to the attention of the Purchaser who will determine which of the conflicting requirements shall govern.

## 3.0 SERVICE CONDITIONS

### 3.1 SITE CONDITIONS

- a) The equipment specified herein will be installed outdoors at a site located in Brownsville, Texas.
- b) Dry bulb temperature range (extremes), 20-108 deg F
- c) Relative humidity, 0 - 100%
- d) Annual average precipitation, 27 inches
- e) Greatest 24-hour precipitation, 9 inches
- f) Elevation, approximately 37 feet above MSL
- g) Design wind speed, 130 miles per hour based on the IBC
- h) IBC seismic Factors: SS=5% (Fig 1615 (1)), SI= 1.7% (Fig1615 (2))

### 3.2 GENERAL SERVICE CONDITIONS

- 3.2.1 The electrical heat tracing systems will be used to provide freeze protection to aboveground piping systems and equipment as listed in the line list attached.
- 3.2.2 All equipment shall be designed for an outdoor, dusty and humid environment. The subcontractor shall obtain full knowledge of the plant operating environment by thorough inspection of the site and surroundings.
- 3.2.3 All equipment shall be designed for optimum efficiency.
- 3.2.4 All equipment shall be designed for continuous 24 hour per day operation with a design service life of 30 years.

3.2.5 Use of asbestos or asbestos containing products is prohibited.

## 4.0 PERFORMANCE

### 4.1 SERVICE CONDITIONS

All pipes, valves, vessels, and instruments to be freeze protected shall be thermally insulated. Where insulation is of the rigid type, such as calcium silicate, the piping requires oversize insulation to allow installation of the heat tracing cable. The effect of oversize insulation shall be considered in the heat loss calculation. Valves shall be separately insulated to facilitate ease of removal for valve maintenance.

The heat tracing design shall take into account heat loss from lines, valves, pumps, flanges, instrumentation devices, supports and hangers, and other in-line devices. Each heat tracing circuit, which includes protection for equipment, which may require removal for maintenance, such as valves and pumps, shall be designed with sufficient additional cable length at the removable equipment, to permit removal of the equipment without damage to the heat tracing circuit.

Heat tracing cables shall be run parallel to the length of the pipe or line and shall not be spiraled.

Heat applied to instrument sensing lines shall be limited so that the resulting temperature shall be less than the value at which the accuracy or reliability of the instruments may be affected during normal operation and so that instrument lines will not boil when the Unit is shut down. Where possible, tubing bundles will be used for instrument lines.

### 4.2 CONTROL

The process piping areas for the gas turbines and for the balance of plant area shall require local panel boards as described below.

The freeze protection distribution panel board shall be normally switched on and off by a contactor which shall be controlled by an ambient sensing thermostat. An auto-off-manual control switch shall be included in the circuit. The control circuit shall be designed to switch the entire panel board on when the temperature falls below 40°F and switch the entire panel board off when the temperature rises above 45°F. A circuit shall also be provided to alarm if the panel board is not energized for temperatures below 35°F and to alarm if the panel board is energized for temperatures above 50°F. A red indicating light shall be provided on the control panel to indicate when the contactor is closed. A white indicating light shall be provided on the control panel to indicate availability of power supply to the panel board or availability of control voltage

Each circuit grouping shall have a **ground fault monitoring function** and this will be annunciated as an alarm to indicate damage to any of the circuits off each panel

The Facility shall be designed to operate in freezing weather, to go through extended periods of freezing weather while shut down, without damage, and to maintain process temperatures. Insulation and electric heating shall be provided to protect small equipment which cannot be drained, or which contains low-flowing or non-flowing water during operation and to maintain

temperature of chemical in lines and tanks. Instruments containing water shall be housed in insulated cabinets, which shall be heated by thermostatically controlled strip heaters.

Freeze protection and temperature maintenance of pipes shall be accomplished with straight runs of heat tracing cable attached and covered with thermal insulation. Freeze protection circuits shall be fed from dedicated freeze protection distribution panels that are energized through thermostatically controlled contactors. The freeze protection distribution panel board, as well as the main breaker, contractor, auto-off-manual control switch, control wiring, and indicating lights, shall be contained in an outdoor weatherproof control panel enclosure. Temperature maintenance circuits shall have a dedicated NEMA 4X panel containing main and branch circuit breakers, temperature control components, and alarm contact outputs. All circuits shall be marked in distribution panels to facilitate location of proper circuit in event of problems. Additionally, P&IDs shall be marked to indicate the location of all individual freeze protection circuits, the location of power feeds, the location of any splices or tees, and any other features that will facilitate maintenance and testing of the system.

Additionally, schematics shall be made to indicate reference the location of all individual freeze protection circuits, the location of power feeds, the location of any splices or tees, and any other features that will facilitate maintenance and testing of the system.

Electric heat tracing system mini-power centers shall be fed from plant 480 V panel board.

The freeze protection system shall be designed to maintain fluid temperatures (in pipes, tubing, valves, vessels, etc) at 40°F when the ambient temperature falls to the minimum design temperature, 20°F, with a 130 mph wind, and with minimum heat tracing system supply voltage.

The temperature maintenance system shall be designed to provide 25% heat input margin above the process requirements based on 20°F and 130 mph wind.

Control of piping temperature maintenance shall include one NEMA 4X thermostat for each line segment. These thermostats shall be adjustable, as a minimum, from 20°F to 100°F.

#### 4.3 HEATER CABLES

Heat tracing cables shall be designed for operation at a nominal 120 volts ac, single-phase.

Parallel self-regulating cables shall be used for low temperature applications. Where the maximum line operating temperature is 125°F or less, a self-regulating cable capable

150°F maximum continuous exposure temperature when energized shall be used. Self-regulating cables consist of stranded, tinned copper bus conductors; and irradiation cross linked carbon impregnated polymer core that increases in electrical resistance with increasing temperature; a polyolefin inner jacket; a tinned copper braid; and a polyolefin outer jacket. Where exposure of electric heat tracing cables to corrosive environments is expected, a fluoropolymer jacket shall be substituted for the polyolefin outer jacket.

Mineral-insulated (Type MI) cables shall be used for high temperature applications. Where the maximum line operating temperature is greater than 125°F but less than 1100°F, a Type MI cable capable of 1200°F maximum continuous exposure temperature when energized, shall be used.

Mineral-insulated cables consist of two nichrome conductors, magnesium oxide insulation, and a seamless Incoloy 825 metal sheaths.

#### **4.4 GUARANTEE AND WARRANTY**

The heat tracing systems shall be engineered and designed for an intended service life of 30 years.

#### **4.5 OPERATIONAL LIMITATIONS**

The sub-contractor shall state all operational limitations that may apply.

### **5.0 DESIGN AND FABRICATION**

The heat tracing system sub-contractor shall engineer, design, fabricate, install, and test all systems.

#### **5.1 AS-BUILT DRAWINGS**

The sub-contractor shall furnish complete as-built data, including drawings, which includes a list of materials used and location of all materials installed, referenced with dimension to the plant grid system.

### **6.0 QUALITY ASSURANCE PROGRAM**

The sub-contractor shall have in effect at all times a documented QA/QC program, which clearly establishes the authority and responsibility for the work, and the QA/QC program. The program shall be capable of providing assurance that design, purchasing, manufacturing, shipping, storage, testing, and examination of all equipment, materials, and services will comply with the requirements of project documents. The QA/QC program shall be available for review by the Contractor upon request.

### **7.0 INSPECTIONS AND TESTS**

#### **7.1 GENERAL**

Contractor or representative shall be provided access to observe tests and make inspections during normal working hours. The sub-contractor shall provide a list of tests to be performed on the equipment and systems and shall provide contractor with two weeks' notice as to the dates these tests will be run so that Contractor may, at his option, observe the tests.

The sub-contractor shall prepare a test report for each field test. The test report shall indicate as a minimum, what procedure was used to perform the test, the date of the test and personnel who performed and witnessed the test. The test reports, including test procedures, shall be collected in a binder and shall be made available to the contractor.



## 7.2 FIELD TESTS

The Heat Tracing sub-contractor shall notify the contractor when the system is ready for operation. Approximately four weeks after receipt of notification, the system will be tested and inspected. The sub-contractor shall correct, at his own expense, all deficiencies in the materials and installation that is observed from the tests and inspections. The sub-contractor shall pay for all re-tests made necessary by the corrections. The system shall be left un-energized until the repairs have been completed.

## 8.0 PAINTING AND PREPARATION FOR SHIPMENT

### 8.1 PAINTING

Steel material furnished under this Specification, excluding machined surfaces, underground surfaces, surfaces to be bonded to concrete, stainless steel, or "off the shelf" components, shall be blast cleaned and coated as required herein.

Painting of galvanized items is not necessary. Painting of plastic, aluminum, stainless steel, or special alloy piping is not required.

Off the shelf components such as control boxes, motors, fans, valves, pipe hangers, air compressors, etc., shall receive the supplier's "standard shop finish".

Coatings shall be applied in accordance with the requirements of the coating manufacturer. Surfaces that will have insulation applied need not be painted.

Unpainted surfaces shall be protected from the weather with weatherproof covers. Machined surfaces shall be coated with a heavy grease or similar material before covering.

### 8.2 PACKAGING AND SHIPPING

The heat tracing equipment and components shall be packaged for shipment as to allow storage outdoors for a period of six months without damage from sun, wind, or rain. Preparation for shipment shall include:

- a) Flanges and threaded connections shall be coated with rust preventatives and blanked-off or plugged. Blanking flanges shall utilize at least four bolts.
- b) Internal carbon steel surfaces shall be coated with an oil soluble rust preventative. In addition, a volatile corrosion inhibitor shall be placed in the internal spaces just before closing.
- c) Electronic and electrical components shall be packed with a sufficient quantity of suitable desiccant to provide adequate moisture protection during the entire period of site storage.
- d) Lifting and support points shall be clearly identified.

- e) Package shall be identified with items and serial numbers, purchase order number, and items description. Identifying tags shall be corrosion and weather resistant.
- f) Temporary bracing shall be painted yellow.

## **9.0 DOCUMENT AND DATA SUBMITTAL REQUIREMENTS**

### **9.1 REQUIREMENTS**

The sub-contractor shall furnish all information, drawings, and data listed on the enclosed "Vendor Data Requirements" data sheet, in quantities shown as applicable.

In general, the sub-contractor shall furnish arrangement, assembly, and component drawings showing details of installation, process and instrument equipment, location of service connections and methods of installation necessary for engineering, interface, erection, startup, and operation and maintenance of the unit.

The sub-contractor shall submit preliminary and final drawings and design data. The drawings and data shall be submitted for contractors review and use. Approved drawings shall be certified for fabrication. Any design changes made by the sub-contractor after the review and acceptance of certified drawings and fabrication procedures by contractor shall be reviewed and accepted by Contractor before execution

The sub-contractor shall supply a complete list of auxiliary electrical loads associated with the scope of supply. For all loads, the list shall contain rated load, operating load, and whether operation is continuous, intermittent, or emergency only.

P&IDs when required shall be provided in accordance with ISA standards. Instrument tag numbers, valve tag numbers and equipment numbers shall be assigned by the contractor. P&IDs shall be approved by the contractor prior to proceeding with manufacturing or detail engineering unless noted otherwise in the purchase documents.

Sub-contractor shall submit to the contractor's review and acceptance instruction Manuals prepared for the specific equipment on this order. Where general or standard instructions are used, inapplicable data sheets shall be removed. These manuals shall include:

- 9.1.1 Erection and Installation Manuals: A complete and detailed description of all procedures to be followed to install the equipment and place it in initial operation. Manual to include all drawings required for erection and installation.
- 9.1.2 Operation and Maintenance Manuals: A complete and detailed description of all equipment, components, and systems supplied under this specification. Data sheets giving design, construction, and performance data. All drawings required for maintenance, operation, and repair.
- 9.1.3 Spare Parts List: Sub-contractor shall recommend a list of spare parts for the first year of operation. This list shall include all equipment and materials as well as costs and expected frequency of usage.

## 9.2 LEGIBILITY REQUIREMENTS FOR DRAWINGS AND DOCUMENTS

Drawings and documents shall be in the English language. Linear measurements shall be in feet and inches. Weights shall be in pounds. All nomenclature shall conform to the latest ANSI standards.

Lettering shall be upper case except where lower case is used as an industry standard. Freehand lettering shall conform to good drafting practices. All drawings shall be CAD type and compatible with AutoCAD 2000.

Final “as built” drawings shall be full size reproducible of good quality as well as an electronic CAD on disk or other storage media.

### END OF SECTION

#### ADDITIONAL INFORMATION:

1. The prices of Equipment set forth herein shall include the cost of delivery and unloading at Brownsville PUB Silas Ray Power Plant, 94 West 13<sup>th</sup> Street, Brownsville, TX 78520. Such delivery time shall be specified by the vendor.
2. This proposal is made pursuant to the provisions of the Notice and Instructions to Respondents and the Respondent agrees to the terms and conditions thereof.
3. The Respondent warrants the accuracy of all statements contained in the Respondent's Qualifications, if any shall be submitted, and agrees that the Owner shall rely upon such accuracy as a condition of the order in the event that this proposal is accepted.
4. The Respondent warrants that this proposal is made in good faith and without collusion or connection with any other person or persons responding for the same work.
5. The Respondent warrants that the Equipment will conform to the performance data and guarantees which are attached hereto and by this reference made a part hereof.
6. If, in submitting this proposal, the Respondent has made any change in the form of the proposal furnished by the Owner, the Respondent understands that the Owner may evaluate the effect of such change as they see fit or they may exclude the proposal from consideration in determining the award of the proposal.
7. This proposal is void unless an equipment contract based on this proposal is entered into by the Owner and the Respondent within ninety (90) days after the date hereof.

## GENERAL SPECIFICATIONS

### PART 1- GENERAL

#### 1.01 SUBMITTALS

- A. Procedure: Comply with requirements of the State of Texas bid process: Submittal Procedures.
- B. Product Data: Submit manufacturer's complete product data for all specified components, including specifications, finish information and installation instructions.
- C. Shop Drawings: Submit shop drawings showing layout, sizes and types, product materials, components and accessories, fabrication data, operation and wiring diagrams, and installation requirements and details.
- D. Quality Assurance Submittals:
  - 1. Operating and Maintenance Instructions: Submit two (2) Operations & Maintenance (O&M) manuals.
  - 2. Warranty: Submit specified warranty documents.

#### 1.02 QUALITY ASSURANCE AND INSPECTION

- A. Installer Qualifications:
  - 1. Use only manufacturer's factory trained installers or qualified licensed installers approved by manufacturer.
- B. Regulatory Requirements:
  - 1. Comply with all local and governing code requirements.
- C. Pre-Installation Conference: Conduct a pre-installation meeting to verify project installation and coordination requirements, field conditions, and manufacturer instructions.
- D. Inspection by BPUB
  - 1. BPUB or its authorized representative shall have access to the project at all times for inspection wherever the belt press systems are in preparation or progress. The respondent shall provide access for inspection without additional cost to the BPUB. All materials will be subject to "Job Site Inspection". To avoid delays and complications, the purchaser will make every effort to inspect upon delivery and notify the respondent. Inspection by the purchaser or waiving of inspection shall not relieve the Manufacturer from the responsibility for furnishing products that conform to the requirements of this specification.

#### 1.03 DELIVERY

- A. Procedure: Comply with requirements of manufacturer recommended Product Delivery Requirements.
- B. The Manufacturer and BPUB (and/or the BPUB's representative)

shall maintain communications in order to arrange and schedule delivery of materials and to obtain proper directions to the final destination. BPUB Power Production Department shall be notified by the Manufacturer/Distributor 48 hours prior to shipment that such shipment is to take place. **BPUB Power Production Personnel to be contacted is Joshua I. Garcia at 956-456-9308.** The notification of shipment shall give quantities, weights, name of carrier, and expected time of arrival.

- C. Transportation and handling shall be performed with acceptable equipment used for the transportation and handling of such equipment.
- D. The Heat Trace Equipment if any shall be delivered F.O.B. BPUB. Delivery costs and charges shall be included in the proposal. **Delivery must be made to 94 West 13<sup>th</sup> Street, Brownsville, Texas 78520.** BPUB's Shipping & Receiving hours are Monday thru Friday, from 8:00 AM thru 5:00 PM. Manufacturer shall coordinate and cooperate with BPUB to ensure smooth and efficient delivery of the systems. The vendor will provide all labor, equipment, and materials for the unloading of two umbilical support bundles at the Silas Ray Power Plant.

#### 1.05 WARRANTY

- A. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by an authorized company official.

A Job Safety Analysis (JSA) form is to be completed, executed, and submitted by the Service Provider prior to entering into a contractual agreement with the OWNER. The JSA form will be valid for a period of one (1) month after which an updated JSA form is to be completed, executed and submitted by the SERVICE PROVIDER. The completed JSA form must be included along with other Contract Documents included herein. Attached is a sample form. The original will be provided to successful vendor. Assistance in completing this form is available from Adolfo Vasquez, BPUB Safety Department, at (956) 983-6254.



### JOB SAFETY ANALYSIS FORM

PROJECT NAME: [REDACTED]		DATE: [REDACTED]
PROJECT CONTRACTOR: [REDACTED]	POINT OF CONTACT & TEL #: [REDACTED]	ANALYSIS BY: [REDACTED]
BPUB DEPARTMENT: [REDACTED]	SECTION: [REDACTED]	REVIEWED BY: [REDACTED]
REQUIRED AND/OR RECOMMENDED PERSONAL PROTECTIVE EQUIPMENT: [REDACTED]		APPROVED BY: [REDACTED]
<b>SEQUENCE OF BASIC JOB STEPS</b> <i>Beware of being too detailed; record only the information needed to describe each job action. Rule of thumb, not more than 10 steps/task being evaluated.</i>	<b>POTENTIAL ACCIDENTS OR HAZARDS</b> <i>HAZARD CLASSIFICATION CATEGORIES: Struck By/Against, Caught In/Between, Slip, Trip, or Fall, Overexertion, Ergonomic (Awkward Postures, Excessive Force, Vibration, Repetitive Motion)</i>	<b>RECOMMENDED SAFE JOB PROCEDURE</b> <i>HAZARD CONTROL CATEGORIES: Engineer Out (New Way to Do, Change Physical Conditions or Work Procedures, Adjust/Modify/Replace Work Station Components/Tools, Decrease Performance Frequency), Personal Protective Equipment (PPE), Training, Improve Housekeeping.</i>
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]

• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]
• [REDACTED]	• [REDACTED]	• [REDACTED]

### JOB SAFETY ANALYSIS WORKSHEET

Comments:

[REDACTED]

Contractor Representative & Title	Signature	Date
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]

## FORMS CHECKLIST

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

NAME	FORM DESCRIPTION	SUBMITTED WITH BID	
		YES	NO
Required Forms (if applicable)	Acknowledgement Form	<input type="checkbox"/>	<input type="checkbox"/>
	Debarment Certificate	<input type="checkbox"/>	<input type="checkbox"/>
	Ethic Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Conflict of Interest Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Direct Deposit Form (Will be provided to the awarded Firm)	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification Form	<input type="checkbox"/>	<input type="checkbox"/>
	House Bill 89 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Senate Bill 252 Form	<input type="checkbox"/>	<input type="checkbox"/>
	Byrd Anti-Lobbying Certification Form	<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions (if applicable)	Bid Schedule/Cost sheet completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
	Cashier Check or Bid Bond of 5% of Total Amount of Bid	<input type="checkbox"/>	<input type="checkbox"/>
	OSHA 300 Log	<input type="checkbox"/>	<input type="checkbox"/>
	Contractor Pre-Bid Disclosure completed, signed and notarized	<input type="checkbox"/>	<input type="checkbox"/>
	Sub-Contractor Pre-Bid Disclosure completed, signed, and notarized	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
References	Complete the Previous Customer Reference Worksheet for each reference provided	<input type="checkbox"/>	<input type="checkbox"/>
Addenda		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>



CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY  
MATTERS (Complete and return with bid)

Name of Entity:\_\_\_\_\_

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

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

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

\_\_\_\_\_  
Name and Title of Authorized Representative (Typed)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

**ETHICS STATEMENT (Complete and return with proposal/bid)**

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

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

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

COMPANY: \_\_\_\_\_

AGENT NAME: \_\_\_\_\_

AGENT SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ TELEFAX: \_\_\_\_\_

FEDERAL ID#: \_\_\_\_\_ AND/OR SOCIAL SECURITY #: \_\_\_\_\_

**DEVIATIONS FROM SPECIFICATIONS IF ANY:**

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

## FORM CIQ

**THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH PROPOSAL RESPONSE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
<b>1</b> Name of vendor who has a business relationship with local governmental entity.		
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3</b> Name of local government officer about whom the information is being disclosed.		
<div style="border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div> Name of Officer		
<b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<div style="margin-bottom: 20px;">                         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?                         <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes                         <input type="checkbox"/> No                         </div> </div> <div>                         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?                         <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes                         <input type="checkbox"/> No                         </div> </div>		
<b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
<b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
<b>7</b>		
<div style="border-bottom: 1px solid black; width: 100%;"></div> Signature of vendor doing business with the governmental entity		<div style="border-bottom: 1px solid black; width: 100%;"></div> Date

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 1/1/2021

**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:

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- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**BROWNSVILLE PUBLIC UTILITIES BOARD**  
**RESIDENCE CERTIFICATION**

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

Section 1. (a)

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

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

Section 1. (b)

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

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

Signature: \_\_\_\_\_

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

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

\_\_\_\_\_  
(City and State)

Signature: \_\_\_\_\_

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

## Previous Customer Reference Worksheet

Name of Customer:		Customer Contact:
Customer Address:		Customer Phone Number:
		Customer Email:
Name of Company Performing Referenced Work:		

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

[illegible]

**Request for Taxpayer  
Identification Number and Certification**

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

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

Print or type. See Specific instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> 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) ► _____ <b>Note:</b> 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 <b>not</b> 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) ► _____	<b>4</b> 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) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	<b>6</b> City, state, and ZIP code
<b>7</b> List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

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

**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.

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	<b>Signature of U.S. person ►</b>	<b>Date ►</b>
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**General Instructions**

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

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

**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.*

Form **W-8BEN-E**

(Rev. October 2021)

Department of the Treasury  
Internal Revenue Service**Certificate of Status of Beneficial Owner for  
United States Tax Withholding and Reporting (Entities)**

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

OMB No. 1545-1621

**Do NOT use this form for:**

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

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

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

Country

**7** Mailing address (if different from above)

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

Country

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 59689N

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