



## LEGAL NOTICE

AND

### INVITATION TO COMPETITIVE SEALED PROPOSAL P035-23

The Brownsville Public Utilities Board (BPUB) is requesting Competitive Sealed Proposals (hereon styled "RFP") for a 15kV Metal-Clad/Metal-Enclosed Switchgear for the Water Port Substation **until 5:00 PM, June 7, 2023** in the Brownsville PUB Purchasing Office, 1155 FM 511, Olmito, Texas. **RFP received after this time will not be considered.**

RFP's will be acknowledged by BPUB on June 8, 2023 at 11:00 AM. Firms can call in at 11:00 AM, June 8, 2023 to (956) 214-6020 to listen to the proposal opening.

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/).

Each proposal shall be enclosed in a sealed envelope and shall be plainly marked on the outside of the envelope and on any carrier's envelope: **"PROPOSAL P035-23, 15kV METAL-CLAD/METAL-ENCLOSED SWITCHGEAR FOR THE WATER PORT SUBSTATION JUNE 7, 2023, 5:00 PM"**. This envelope shall be addressed to Diane Solitaire; Brownsville Public Utilities Board; Purchasing Department; 1155 FM 511, Olmito, Texas 78575.

Each proposal shall constitute an offer to the Board, as outlined therein, and shall be irrevocable for at least ninety (90) days after the time announced for the opening thereof. Firm is required to execute a contract and furnish a Supply Bond. The supply bond shall be valid from the notice of award until the acceptance of the 15kV Metal-Clad/Metal-Enclosed Switchgear. Additionally, in lieu of supply bond, a letter of credit (LOC) from a Texas institution is acceptable. If the successful firm fails to execute the contract and to furnish a satisfactory Supply Bond within 10 days from the date on which he is notified that his proposal has been accepted, the amount of his check or supply bond shall be forfeited to the Brownsville PUB as mutually agreed to liquidated damages, and not as a penalty.

The Brownsville Public Utilities Board will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed proposals to the Brownsville Public Utilities Board, Purchasing Office by the given deadline above. **Electronic transmission or facsimile of RFP will not be acceptable.**

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

BY:

*Diane Solitaire*

Purchasing

(956) 983-6366 - Phone

**Please submit this page upon receipt.**

**ACKNOWLEDGEMENT FORM**

P035-23 15kV Metal-Clad/Metal-Enclosed Switchgear for Water Port Substation

For any clarifications, please contact Hugo E. Lopez at the Brownsville Public Utilities Board, Purchasing Department at (956) 983-6375 e-mail: [hlopez@brownsville-pub.com](mailto:hlopez@brownsville-pub.com)

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

Check one:

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

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

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

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

Upon return of this acknowledgement form, Metal-Clad/Metal-Enclosed Switchgear, wiring design and plan document will be provided to the email address listed below. The company listed below agrees that the information to be provided is confidential and is to only be used by company in connection with preparing a bid. The company also agrees not to release this information and notify BPUB in writing within five (5) days if they receive a request for such information.

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Type Signatory's Name and Title

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number / Fax Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signatory's Email Address

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

## Special Instructions

### *Contract Information*

- **Interpretation**

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

Hugo E. Lopez, Purchasing                      or              Diane Solitaire, Materials/Warehouse Manager  
(956) 983-6375                                              (956) 983-6366

- **Tentative Time Line**

1. May 22, 2023 through June 7, 2023 - Vendors work on proposal.
2. June 7, 2023 at 5:00 PM CST - **Vendor must submit 2 sets of sealed proposal documents in an envelope to:**

Diane Solitaire, Purchasing  
1155 FM 511  
Olmito, TX 78575

Proposal P035-23, 15kV Metal-Clad/Metal-Enclosed Switchgear for Water Port Substation

**Due on June 7, 2023 at 5:00 PM CST**

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

3. June 2, 2023 – Last day to submit questions
4. June 8, 2023 – Proposal Acknowledgement at 11:00 AM CST
5. June 9 - 23, 2023 - Evaluate proposal documents
6. June 26, 2023 - Provide Final Recommendations
7. July 10, 2023 - Send to Utilities Board for approval

### **MINIMUM QUALIFICATIONS**

The proposing Firm must:

1. Have demonstrated experience in the following:
  - a. Firm will be evaluated with respect to its experience and their personnel
    - (1) Provide a description of your agency and resume on the personnel who would be assigned to the project.
    - (2) Demonstrate sufficient capacity, resources and experience to build the unit as required in the RFP.

2. Have been in business for a minimum of five (5) years providing the scope of services consistent with those sought in this RFP.
3. Have experience providing similar work to at least three (3) other similar type and size entities.
4. Not be in bankruptcy or previously filed for bankruptcy, conservatorship, receivership, or in the possession of a regulatory agency.
5. Disclose any legal and/or regulatory inquiries and/or sanctions against the Firm or any individuals employed by the Firm.

### **INSTRUCTIONS TO RFP RESPONDENTS**

Firms must submit a signed one (1) paper original and one (1) paper copy (entire document) of the proposal in a sealed package. Proposals shall be submitted to the BPUB Purchasing Office, 1155 FM 511, Olmito, Texas, no later than **5:00 PM on June 7, 2023**.

Sealed envelope must be clearly labeled as follows:

Brownsville Public Utilities Board  
Attention: Diane Solitaire  
1155 FM 511  
Olmito, TX 78575  
“P035-23 15kV Metal-Clad/Metal Enclosed Switchgear for Water Port Substation, **June 7, 2023, at 5:00 PM**”

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

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

### **FIRM REPRESENTATIVE**

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

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

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

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

In accordance with IRS Publication 1220, 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 depending on the U.S. status and the source of income as per IRS Publication 1220. **The W9 or W8 form must be included with proposal response.** Attached are sample forms.

### **TAXES**

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

### **SIGNING OF PROPOSAL**

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

### **EEOC GUIDELINES**

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

### **LIVING WAGE STATEMENT**

On April 16, 2007, the BPUB Board of Directors approved a local “living wage” policy that requires all Contractors performing 100% Non-Federally funded Work for the BPUB to pay not less than a minimum wage rate of \$8.00/hour. The BPUB requires that all Contractors comply with this policy.

### **CONTRACT AND TERM**

The 15kV Metal-Clad/Metal-Enclosed Switchgear shall be delivered FOB to 3160 N. Indiana Ave, Brownsville, Tx 78521. An equipment contract for switchgear will be placed into effect after evaluation and final approval by BPUB Board of Directors.

### **DELIVERY**

Delivery of the equipment will only be accepted during normal working hours, **Monday thru Friday, 9 AM to 4 PM CST**. A delivery ticket must be furnished with each delivery by the carrier. The delivery ticket must show the BPUB's Purchase Order, number of crates, packages, etc. being delivered to BPUB. A packing list must be furnished with each delivery by the carrier. The packing list must include the BPUB's Purchase Order number, a brief description of materials and the total number of crates, size, etc. being delivered to BPUB

### **BROWNSVILLE PUB RIGHTS**

1. If only one or no proposal is received by “submission date”, the BPUB has the right to reject, re-advertise, accept and/or extend the proposal by up to an additional two (2) weeks from original submission date.

2. The right to reject any/or all proposals and to make award as they may appear to be advantageous to the Brownsville Public Utilities Board.
3. The right to hold proposal for up to 90 days from submission date without action, and to waive all formalities in proposal.
4. The right to extend the total proposal beyond the original 90-day period prior to an award, if agreed upon in writing by all parties (BPUB and Firm/contractor) and if proposer/Firm holds original proposal prices firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within thirty (30) calendar days written notice; for cause: upon default by the Firm/contractor, for delay or non-performance by the Firm/contractor; or if it is deemed in the best interest of the BPUB for BPUB's convenience.
6. The right to increase or decrease services. In proposal, stipulate whether an increase or decrease in services will affect proposal price.

### **CORRECTIONS**

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

### **PROJECTED PROJECT TIMELINE**

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

RFP Issued:	May 22, 2023
Last day to submit questions:	June 2, 2023
Proposals due:	June 7, 2023 by 5:00 PM CST
Proposals Acknowledgment:	June 8, 2023 at 11:00 AM
Proposals evaluated:	June 9-23, 2023
Board approval of contract award:	July 10, 2023
Contract Executed:	TBD
Project Start Date:	TBD

### **REFERENCE CHECKS**

The BPUB will contact prospective firm's references by email or telephone. Provide company name, address, email address, telephone number and contact name for **three (3) references**. Complete the attached "**Previous Customer Reference Worksheet**", **Page 43**, for each reference provided.

### **RFP IS NOT A BASIS FOR OBLIGATIONS**

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

### **RIGHTS TO SUBMITTED MATERIALS**

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

### **UNAUTHORIZED COMMUNICATIONS**

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

### **PROPOSAL INFORMATION**

All proposal envelopes shall contain **one (1) signed original and one (1) copy** (entire document). The original proposals will be opened and only the Firm's name read aloud at the BPUB Purchasing Office located at 1155 FM 511, Olmito, Texas. All proposals will be managed by BPUB in a manner that avoids disclosure of the contents to competing firms and keeps the proposals confidential during any negotiations. All proposals will be open for public inspection as stated in the public information act, after the contract is awarded; however, trade secrets and confidential commercial or financial information in the proposals specifically identified by the firms will not be open for public inspection. Accordingly, all pages in the proposal that the Firm considers to be proprietary and confidential should be appropriately marked.

Direct any questions to Hugo E. Lopez, Purchasing Department, by phone at (956) 983-6375 or by email at [hlopez@brownsville-pub.com](mailto:hlopez@brownsville-pub.com) or to [dsolitaire@brownsville-pub.com](mailto:dsolitaire@brownsville-pub.com).

Candidates must guarantee their Original Proposal or subsequently clarified proposal for at least ninety (90) days from the Original Proposal opening date. To obtain the best and final offers, the BPUB may require written clarifications and explanations of Firm proposals after Original Proposal submissions when certain candidates have been selected for interviews. The BPUB will not be liable for any of the Firm's costs or expenses incurred in preparation or presentation of the



Proposal(s). The BPUB also reserves the right to conduct a pre-award survey, or to require other evidence of technical, production, managerial, financial, or other abilities prior to the award of the contract.

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

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

### **EVALUATION PROCEDURE AND CRITERIA**

All proposals must be completed and convey all of the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the Brownsville PUB alone will determine whether the variance is significant enough to consider the proposal 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 proposal, subsequent discussions and clarifications provided in writing, and the proposer's written Best and Final Offer, is used in the evaluation process and award determination. Only these criteria will be considered on the award determination.

A BPUB committee will review the proposals submitted in response to this request and will make recommendations. The BPUB committee will review all proposals in light of the following major evaluation criteria with corresponding weights.

Evaluation Criteria	Possible Points
Bidder net Price on bid items	25
Stock availability	20
Reputation of brand names offered	15
Reputation of the bidder	15
Time and conditions of delivery	15
References	10
Total Points	100

## EQUIPMENT CONTRACT

AGREEMENT made, \_\_\_\_\_ 20\_\_\_\_, between the Brownsville Public Utilities Board, Brownsville, Texas (hereinafter called the "Purchaser") and \_\_\_\_\_ (hereinafter called the "Seller"), a corporation organized and existing under the laws of the State of \_\_\_\_\_.

WHEREAS, the Purchaser desires to purchase and the Seller desires to sell the equipment described herein for the project designated:

### **One (1) Substation 15kV Metal-Clad/Metal-Enclosed Switchgear**

NOW THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

#### SECTION 1 – ACCEPTANCE OF BID

The Purchaser accepts the Bid which is attached hereto and by this reference made a part hereof, and the parties hereto agree that the Seller shall sell and deliver to the Purchaser and the Purchaser shall purchase and receive from the Seller the equipment (hereinafter called the "Equipment") described in the Bid upon the terms and conditions herein stated.

- (a) The prices set forth in the Bid include the cost of delivery of the switchgear to Water Port Substation Site, 3160 N. Indiana Ave, Brownsville, Tx 78521.
- (b) The prices set forth in the Bid do not include any sums which are or may be payable by the Seller on account of taxes imposed by any taxing authority upon the sale, purchase or use of the Equipment.

SECTION 2 – DELIVERY. The Seller shall deliver the Equipment within 26 weeks after receipt of the purchase order of the Purchaser. The time for delivery shall be extended for the period of any reasonable delay due exclusively to causes beyond the control and without the fault of the Seller, including, but not limited to, acts of God, fires, strikes, and floods.

SECTION 3 – PAYMENT. Upon the shipment of any Equipment hereunder, the Seller shall submit to the Purchaser a detailed statement of the Equipment shipped. The Purchaser shall, upon receipt of the Equipment, pay the Seller ninety five percent (95%) of the contract price of the Equipment. When the Equipment has been installed, placed in satisfactory operation, tested and accepted by the Purchaser, the Purchaser shall make final payments thereof to the Seller; provided, however, such final payment shall be made not later than one-hundred eighty (180) days after delivery of the Equipment, unless such acceptance by the Purchaser shall be withheld because of the fault of the Seller.

#### SECTION 4 – DEFECTIVE MATERIAL AND WORKMANSHIP

All Equipment furnished hereunder shall be subject to the inspection, tests, and approval of the Purchaser and the Seller shall furnish all information required concerning the nature of source of any Equipment and provide adequate facilities for testing and inspecting the Equipment at the plant of the Seller.

- (a) The Equipment furnished hereunder shall become the property of the Purchaser upon delivery, provided, however, that the Purchaser, within one year after delivery or within the period for which the Equipment is guaranteed, whichever is longer, may reject any Equipment which does not comply with the Specifications attached hereto and made a part hereof or with the guarantees, if any, of the Seller and the manufacturer. Upon any such rejection, the Seller shall repair or replace such defective Equipment within a reasonable time after notice in writing from the Purchaser and in the event of failure by the Seller so to do, the Purchaser may make such replacement and the cost and expense thereof shall be paid by and recoverable from the Seller.

#### SECTION 5 – MISCELLANEOUS

All manufacturers' guarantees of Equipment, if any, shall be transferred and assigned to the Purchaser upon delivery of any Equipment and before final payment is made for such Equipment. Such guarantees shall be in addition to those required of the Seller by other provisions of this Contract.

The Seller shall hold harmless and indemnify the Purchaser from any and all claims, suits, and proceedings for infringement of any patent or patents covering Equipment purchased hereunder.

Each and all of the covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto provided, however, that the Seller shall not assign this contract or any part hereof without approval in writing of the Purchaser, and further that the Seller shall not enter into any contract with any person, firm or corporation for the performance of the Seller's obligations hereunder, or any part thereof, without the approval in writing of the Purchaser.

The Seller agrees to pay liquidated damages in the amount of \$500.00 per day if the metal clad/metal enclosed switchgear are not delivered within the delivery time specified in Section 2 of this contract.

<sup>1</sup>IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed in their respective corporate names by their presidents and their corporate seals to be hereunto affixed and attested by their secretaries, all as of the day and year first above written.

The Successful Bidder agrees to furnish a Supply Bond in the amount of the proposal.

PUBLIC UTILITIES BOARD  
OF THE CITY OF BROWNSVILLE

(Insert Vendor's Name)

By: \_\_\_\_\_ By: \_\_\_\_\_  
Marilyn Gilbert, MBA (insert name)  
General Manager & CEO (insert title)

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

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_  
Secretary Secretary

**PROPOSAL COST SHEET  
P 035-23**

To: Public Utilities Board, Brownsville, Texas (hereinafter called the "Owner".)

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

1. The undersigned (hereinafter called the "Bidder") hereby proposes to furnish and deliver one (1) Substation Outdoor 15kV Metal-Clad/Metal-Enclosed Switchgear (hereinafter called the "Equipment") described in the Plans and Specifications attached hereto and made a part hereof for the following prices:

**BASE PROPOSAL**

Item	Description	Quantity	Unit Cost
1	12.5kV Metal Switchgear Lineup	1	\$
2	Wiring Diagram	1 Lot	\$
3	Extended Three Years Warranty	1 Lot	\$
4	Shipping (no shipping splits)	1 Lot	\$
5	Witness Testing For 2 Employees	1 Lot	\$

Base Proposal Cost: \$ \_\_\_\_\_

Note: Capacitor banks and protection relays are not part of this bid.

**SPARE PARTS**

Item	Description	Manufacturer Part Number	Quantity	Unit Cost	Extended Cost
1	Trip Coil		2	\$	\$
2	Close Coil		2	\$	\$
3	LED lamps of each color		10	\$	\$
4	Red Light Covers		5	\$	\$
5	Green Light Covers		5	\$	\$
6	Yellow Light Covers		5	\$	\$
7	White Light Covers		5	\$	\$
8	Cans of gray spray paint (12oz Minimum)		6	\$	\$
9	Cans of white spray paint (12oz Minimum)		6	\$	\$
10	VT Fuses		2	\$	\$
11	CPT Fuses		2	\$	\$
12	Auxiliary relays (52x & 52y)		2	\$	\$
13	Breaker Mechanism Operating Motor as per Manufacturer's Design		1	\$	\$

Item	Description	Manufacturer Part Number	Quantity	Unit Cost	Extended Cost
14	Three Surge Arresters, MOV, Station Class		3	\$	\$

Spare Parts Total Cost: \$ \_\_\_\_\_

Bid Total: \$ \_\_\_\_\_

#### OPTIONAL

Item	Description	Cost
1	On-site Unloading assistance	\$

Note: It only includes assistance to unload the switchgear lineup. All cables entering and exiting the equipment shall be installed by the owner. There are no relays on this switchgear. All relays will be in the substation control building.

The Owner is exempt from Texas sales tax on materials. The prices quoted shall exclude such sales and use tax.

- Price of the Equipment set forth herein shall include the cost of delivery to the Water Port Substation Site, 3160 N. Indiana Ave, Brownsville, TX 78521. Such delivery shall be made within 26 weeks ARO.

Time of Delivery shall be as follows: Monday Through Friday 9:00 a.m. to 4:00 p.m. central time.

- This Proposal is made pursuant to the provisions of the Notice and Instructions to candidate and the firm agrees to the terms and conditions thereof.
- The candidate warrants the accuracy of all statements contained in the Firm's Qualifications, if any, shall be submitted and agrees that the Owner shall rely upon such accuracy as a condition of the Contract in the event that this Proposal is accepted.
- The Firm warrants that this Proposal is made in good faith and without collusion or connection with any other person or persons bidding for the same work.
- The Firm agrees that, in the event this Proposal is accepted, it will execute a Contract in the form attached hereto.
- The Firm warrants that the Equipment will conform to the performance data and guarantees which are attached hereto and by this reference made a part hereof.
- If, in submitting this Proposal, the Firm has made any change in the form of Proposal or Contract furnished by the Owner, the Firm 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 Contract.

9. This proposal is void unless an equipment contract based on this proposal is entered into by the Owner and the Firm within ninety (90) days after the date hereof.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

By \_\_\_\_\_  
Signature (Failure to sign disqualifies bid)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Officer

Bidder's contact person for additional information on this Bid:

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

SPECIFICATIONS FOR  
15KV METAL-CLAD/METAL-ENCLOSED SWITCHGEAR  
  
FOR USE IN THE  
  
WATER PORT SUBSTATION

BROWNSVILLE PUBLIC UTILITIES BOARD

P.O. Box 3270

Brownsville, Texas 78523

May 2023



## SPECIFICATION TABLE OF CONTENTS

1.0	SCOPE AND SCHEDULE .....	19
2.0	DEFINITIONS .....	19
3.0	GENERAL REQUIREMENTS .....	19
4.0	SERVICE CONDITIONS .....	20
5.0	DESIGN DATA.....	21
6.0	OUTDOOR ENCLOSURES AND ENVIRONMENTAL OPERATING SERVICES .....	30
7.0	DOCUMENTATION .....	31
8.0	UNIT DETAILS .....	32
9.0	INSPECTION AND TESTS.....	33
10.0	SHIPPING .....	34
11.0	WARRANTY .....	34
12.0	ACCESSORIES.....	34
13.0	SPARE PARTS .....	34
14.0	TRAINING .....	35
15.0	PROPOSED ONE-LINE .....	36
16.0	EXISTING FOUNDATION PLAN .....	38

## 1.0 SCOPE AND SCHEDULE

The vendor shall furnish and deliver to the Brownsville Public Utilities Board (BPUB), One (1) 15 kV Non-Walk-In, Outdoor, Metal-clad Switchgear lineup with seven (7) vertical sections. The switchgear shall operate at 12.47 kV, and shall comply with the terms and conditions of this specification to the complete satisfaction of the BPUB and the Engineer.

The Metal-clad switchgear lineup shall be delivered to 3160 N. Indiana Ave on April 12, 2023 (Tentative).

## 2.0 DEFINITIONS

Owner: Brownsville Public Utilities Board  
Engineer: Ampirical/PCE  
Vendor: The party responsible for manufacturing, furnishing, and/or installing the medium-voltage metal-clad switchgear

## 3.0 GENERAL REQUIREMENTS

The 15 kV Metal-Clad Switchgear shall be furnished complete with all components and accessories necessary for installation and shall include the following:

- 3.1 Design, detail, material, fabrication, assembly, test and delivery should comply with the latest revisions of ANSI, ASTM, IEEE, NEMA, NESC, NFPA, NEC and UL standards related to this equipment. These standards include but are not limited to the following:

### ANSI/IEEE

C37.04	Standard Rating Structure for AC HV Circuit Breakers
C37.06	Preferred Ratings for AC HV Circuit Breakers
C37.09	Standard Test Procedures AC HV Circuit Breakers
C37.20.2	Standards for Metal-Clad Switchgear
C37.20.7	Guide for Testing Medium-Voltage Metal-Enclosed Switchgear Rated up to 38 kV for Internal Arcing Faults
C37.20.3	Standards for Metal-Enclosed Interrupter Switchgear
C37.21	Control Switchboards
C37.100.1	Standard of Common Requirements for High-Voltage Power Switchgear Rated Above 1000 V
C57.13	Requirements for Instrument Transformers NEMA
SG-4	Standard for Power Circuit Breakers SG-5 Power Switchgear Assemblies

Where conflicts exists the greater of these specifications or the latest applicable standard shall apply. All materials used in the construction of the equipment shall be new, unused, non-surplus materials of current design, and shall include all accessories as specified.

- 3.2 Drawings, drawing schedule, and other specified information shall be in AutoCAD 2010 (or higher) format. Instruction manuals shall be written in Microsoft Word or other standard word processors.
- 3.3 The Vendor shall be responsible for disassembly and preparation of equipment for shipment, if needed.
- 3.4 The attached single line diagrams and plan view shall be an integral part of this specification. The diagram shall govern and determine the requirements and ratings of all units and auxiliary devices.
- 3.5 The switchgear shall be 15kV voltage class operated on a nominal 12.47kV grounded- wye three-phase, 60hz system, and shall be single high circuit breaker construction.
- 3.6 Protective relays and controls for the switchgear (other than those specified herein) shall be provided by BPUB in a separate control building.
- 3.7 Vendor to provide optional pricing for the following option:
  - 3.7.1 Type 2C arc-resistant switchgear per applicable requirements of PIP Specification ELSSG02.

#### 4.0 SERVICE CONDITIONS

##### 4.1 General Description of Equipment Function

- 4.1.1. The switchgear and associated equipment shall be installed at Brownsville Water Port Substation on an electrical utility system located in Rio Grande Valley of South Texas for utility distribution.

##### 4.2 Physical Location and Plant Site:

3160 N. Indiana Ave, Brownsville, TX 78521

- 4.1.2. The switchgear shall be installed outdoors, with equipment subjected to the following environmental conditions:

Minimum Temperature:	20 Degrees Fahrenheit
Maximum Temperature:	110 Degrees Fahrenheit
Maximum Wind Loading:	150 MPH Wind
Maximum Humidity:	100%

Salt Contamination:	100%
Altitude:	Less than 3,300 feet
IBC Seismic Zone:	A

## 5.0 DESIGN DATA

### 5.1 Metal-clad Switchgear Components

#### 5.1.1 Structure

- 5.1.1.1 The complete equipment assembly shall be dead front, free standing, metal-clad switchgear for outdoor use. The section shall be approximately 36" wide x 95" high.
- 5.1.1.2 The housings shall be fabricated of 11-gauge steel (minimum). Base structures shall have heavy gauge structural reinforcing members as required. All hardware and fasteners shall be corrosion resistant. All switchgear housings shall have a structural base designed to provide proper alignment, leveling, and support of the finished assembly. Provide separate cost for each type of housing as noted above.
- 5.1.1.3 Housings shall have grounded individual compartments for circuit breaker elements, instruments, buses, and auxiliary (current, potential, and station service control power) transformers. All compartments shall be sufficiently gas tight to prevent passage of ionized gases to and from adjacent compartments.
- 5.1.1.4 Ventilation openings shall be furnished with mesh screens, fabricated of 1/8" aluminum, to prevent access by rodents and other creatures.
- 5.1.1.5 All incoming and outgoing power and control cables shall enter the assembly from beneath. The vendor shall provide a minimum of 36" vertical clearance between the power cable termination pads and the bottom of the switchgear assembly to insure ease of cable connection during field assembly. A minimum of 24" vertical clearance is required for control cable terminations.
- 5.1.1.6 The complete external assembly shall be cleaned, primed and painted ANSI-61 gray, using a finishing process suitable for use in a coastal contamination (salt laden air) environment. The paint process shall be electrostatic powder coat baked finish to 3 mil thickness, epoxy base coat with polyurethane finish

coat, or other similar process. A minimum of five years warranty for the painting system is required.

- 5.1.1.7 The interior of the metal-clad switchgear shall be ANSI-white enamel paint. Touch-up paints shall be furnished in pressurized spray cans to allow touch-up upon erection at customer's job site (Refer to section 13.0 Spare parts).
- 5.1.1.8 All external fasteners and associated hardware exposed to the environment shall be stainless steel.
- 5.1.1.9 The roof shall have a 5% slope from front to rear, and shall be designed to be rated NEMA 3R type enclosure.

#### 5.1.2 Main Bus

- 5.1.2.1 The bus shall be electrical grade copper with silver plating at all junctions and tap points. No tapered bus shall be used. All connections to the main bus shall be bolted connections with pressure compensating washers. Initial contact pressure at joints shall be preserved for unlimited service life with bus temperatures ranging from normal ambient to rated full load operating temperatures. The buses shall be rated 2000 Amperes continuous current and shall have a momentary bracing of 23,000 RMS symmetrical amps and 74,000 RMS asymmetrical amperes. The bus shall be braced to withstand, without damage, the sustained forces imposed by the rated symmetrical and asymmetrical short circuit currents. All buses shall be designed for flexible future bus extension. The extension should be done without any modification or relocation and/or disconnection of the existing equipment and/or wiring.
- 5.1.2.2 The bus shall be continuously insulated with flame retardant, track resistant insulation for 15 kV RMS and 95kV BIL. No tapered bus shall be used. All bus joints shall be insulated with prefabricated boots, using reusable nylon fasteners. All bus joints shall be silver plated with joints comprised so that the initial contact pressure is preserved for unlimited service life with bus temperatures ranging from normal ambient to rated full load operating temperatures. Unshielded-insulated buses shall not touch or come close to ground or any component that normally operates at a different potential.
- 5.1.2.3 The vendor shall furnish all materials for insulating field bus connections for the tie bus connections to the existing

switchgear and any shipping splits. Insulating material shall be easily removable and reusable to facilitate inspection of connections.

- 5.124. The vendor shall furnish all insulating materials to cover exposed live parts on cable terminations for each cable compartment. Insulating material shall be easily removable and reusable to facilitate inspection of connection.
- 5.125. All bus supports shall be wet glazed porcelain, and shall be track resistant, silicone-based coating and corona free. This includes main bus, tie bus and connections to the existing switchgear, transition bus penetrating metal barrier, and primary disconnect points.

#### 5.1.3 Ground Bus

- 5.1.3.1 A copper ground bus shall be installed in all cubicles, front and rear, in the switchgear lineup. This ground bus shall not be smaller than 1/4" x 2" copper.
- 5.1.3.2 The ground bus shall be drilled and tapped (#10-32NF) on 2 inch centers in each cubicle for customer's connections. A minimum of six (6) tapped holes per front cubicle shall be standard.
- 5.1.3.3 Each rear cubicle ground bus shall be drilled and tapped for a 2-hole flat spade terminal with two 9/16" holes on 1-3/4" centers. Provisions for customer's 15kV cable ground shield shall be one (1) of the spade connections. A 2-hole spade terminal for customer's station ground grid shall be provided.

#### 5.1.4 Transfer Bus

- 5.1.4.1 The metal clad switchgear shall be designed and manufactured with a 1200 amp transfer bus to allow any one (1) of the feeder circuits to use the transfer bus and allow the feeder cubicle circuit breaker to be removed from service and maintained without customer's service interruptions. The transfer bus shall be designed and built to the same standards and insulation as the main 2000 amp bus.
- 5.1.4.2 The transfer bus air disconnect switches (motor operated) shall be located opposite and above the 12.5kV circuit breakers.

Each shall be level with easy access for maintenance and inspection. The load break switches shall be rated at 1200 Amperes, 95kV BIL, 61,000 Amperes asymmetrical momentary current capability. All bypass switches shall be three pole, group operated. All switches shall have inter-phase and end barriers. The manufacturer shall provide a minimum two “a” and two “b” auxiliary switches for SCADA and remote status indications. These auxiliary switches shall be wired to terminal blocks located on the cubicle sidewall adjacent to outgoing control cable conduits. Switch mechanism shall be operable externally from the front of the cubicle. The operating handle shall be equipped with a quick make, quick break mechanism to open and close the switch.

- 5.1.4.3 The main blades shall be made of electrolytic pure cold rolled copper. All contact points shall be heavily silver plated on blades as well as the hinge and jaw castings. All applicable ANSI standards for High Voltage Air Switches and Switchgear Assemblies (C37.30-1971, C37.32-1972, C37-34-1970, C37.20.3 or their latest revision) shall apply.
- 5.1.4.4 The transfer bus switches shall be provided with mechanical (Kirk-Key or equal) and electrical interlocks to prevent simultaneous electrical and manual operation of the transfer switch. The lock mechanism shall be made of non-ferrous material and covered by a weather resistant housing. Provision shall be included for locking the switch in the open or closed position.
- 5.1.4.5 The door shall be mechanically interlocked with the air disconnect switch to prevent closing the switch with the door opened and opening the door with the switch closed.
- 5.1.4.6 All insulating bus supports of the 12.47kV transfer bus shall be wet processed porcelain with silicone-based coating. This includes the transfer bus, tie bus, transition bus penetrating metal barriers, and transfer switch disconnect switch.
- 5.1.4.7 A motorized operating capability of the switches to open or close from a remote site will be included as part of the bid evaluation.

## 5.2 Circuit Breakers

- 5.2.1 Switchgear shall be provided with fixed cubicles in a single high construction removable vacuum (or SF<sub>6</sub>) circuit breaker elements.

Control circuitry that can be positioned in the connected, test and disconnected positions. Circuit breakers are to be three poles, single throw, mechanically and electrically trip free, with position indicator. The circuit breaker 15kV primary disconnect contacts shall be recessed inside an epoxy insulator located behind a grounded steel shutter. Each circuit breaker is required to have auxiliary switches, primary and secondary self-aligning disconnecting devices, and safety mechanical interlocks to prevent making or breaking load current on the primary disconnects. Stored energy vacuum (or SF<sub>6</sub>) circuit breakers shall be provided with three isolated cylinders designed to safely dissipate the arc. Circuit breakers shall be able to operate by a 125- volt DC control source. Each breaker includes manual trip/close switch, manual charging provision, an operation counter, local and remote selector switch. BPUB does not have a preferred manufacturer. Selection will be based on product meeting BPUB specifications. Circuit breakers shall comply with the latest revision of the following standards: ANSI/IEEE C37.04, ANSI C37.06, ANSI/IEEE C37.09, ANSI C37.11, ANSI C37.012, ANSI/IEEE C57.13 and NEMA SG4.

5.2.2 The ratings of the Main Breaker and Bustie Breaker shall be as follows:

Nominal Voltage Rating:	12.47 kV
Maximum Voltage Rating:	15 kV RMS
Frequency:	60 Hz
Continuous Current:	2000 Amperes RMS
Rated Short Circuit and Short Time Current:	40 kA RMS
Rated Voltage Range Factor:	K = 1.0
Rated Low Frequency Withstand:	36 kV
Rated Impulse Withstand:	95 kV
Closing and Latching Current:	104,000 Amperes RMS
Rated Interrupting Time:	5 Cycles
Max. Permissible Tripping Time Delay:	2 sec
Charging Motor Voltage:	240 Volts AC
Tripping Voltage:	125 Volts DC
Closing Voltage:	125 Volts DC

5.2.3 Ratings of Feeder Circuit Breakers shall be in accordance with ANSI C37.06 (Latest revision) or as follows whichever is greater:

Nominal Voltage Rating:	12.47 kV
Maximum Voltage Rating:	15 kV
Frequency:	60 Hz
Continuous Current:	1200 Amperes RMS
Rated Short Circuit and	



Short Time Current:	40 kA RMS
Rated Voltage Range Factor:	K = 1.0
Rated Low Frequency Withstand:	36 kV
Rated Impulse Withstand:	95 kV
Closing and Latching Current:	104,000 Amperes RMS
Rated Interrupting Time:	5 Cycles
Max. Permissible Tripping Time Delay:	2 sec
Charging Motor Voltage:	240 Volts AC
Tripping Voltage:	125 Volts DC
Closing Voltage:	125 Volts DC

- 5.2.4 Provision shall be made for padlocking the doors of the circuit breakers in either the connected, tested, or fully disconnected positions.
- 5.2.5 An electrical / mechanical interlocking means shall be provided to prevent the circuit breakers from being closed unless the primary disconnections are either fully engaged or dialectically separated by a safe distance. In addition, when the circuit breaker is withdrawn from the fully engaged (connected) position, a shutter assembly shall positively isolate any live parts from operator access. Provision shall be made for padlocking the doors of the circuit breakers in either the connected, tested, or fully disconnected positions.
- 5.2.6 The circuit breaker shall be operated by means of a stored energy mechanism so that the closing speed is independent of age, control voltage, and operating personnel.
- 5.2.7 Testing position shall allow the circuit breaker to operate with the control contacts engaged and primary disconnects disengaged.
- 5.2.8 Circuit breakers shall be furnished with one close coil and one trip coil.
- Note: Close circuits in each circuit breaker shall be separately fused. Trip circuits shall be unfused. Fuse blocks shall be dead-front, pullout type, to provide the control power disconnecting means.
- 5.2.9 Circuit breakers and components of the same voltage and current ratings, with identical control circuits, shall be interchangeable. Full information on these breakers shall be furnished with the proposal.
- 5.2.10 Each circuit breaker element shall be furnished with a minimum six (6) normally open and six (6) normally closed auxiliary contacts for customer's own use. These contacts shall be in addition to those required for normal control circuit operations of the circuit breaker. The auxiliary contacts shall be wired to terminal blocks on the cubicle sidewall adjacent to the outgoing control cable conduits. Each breaker type shall be

interchangeable and shall have provisions to operate these switches.

- 5.2.11 The frame of each circuit breaker shall be effectively grounded before it reaches the test or closed position.
- 5.2.12 Each cubicle that contains a circuit breaker shall be furnished with a local - remote control switch, an open-close switch and indicating lights with LED lamps.
- 5.2.13 One sets of floor mounted or switchgear mounted overhead trolleys shall be furnished. The sets shall include lifting devices, yokes, cables, and accessories necessary for an operator to remove, replace or exchange any breaker or a set of breakers in the switchgear.

### 5.3 Wiring

- 5.3.1 All wiring shall be copper, Type SIS, (VW-1) (SI-57275) minimum size #12 AWG 65 strand and shall meet all requirements for 600-volt insulation levels. Facing all DC wiring, the positive terminal shall be, in order to preference, on top of, or to the left of, the negative terminal. Any wiring subject to movement, e.g., wiring mounted to swing panels, shall be of extra-flexible conductor. Control wiring must use one color, CT wiring must be another color and AC voltage must use another color code.
- 5.3.2 All wire numbers and terminal designations shall be unique.
- 5.3.3 Insulated seamless compression spade lugs shall be provided on all circuits, except CT circuits which shall be ring tongue type. No more than two wires shall be terminated at any one connection point.
- 534 CT circuits shall be furnished with 6 terminal shorting terminal blocks. Connections between CT phases, i.e., neutrals, deltas, etc., shall be made at the terminal block, not at the CTs.
- 535 Each device shall be permanently labeled. All wires shall be permanently affixed with typed, heat shrink, not removable wire markers.
- 536 All terminal blocks shall be rated for 600 Volts AC and 250 Volts DC. Furnish terminal blocks for external wiring connections in sufficient numbers to provide at least 15 percent spare terminals (terminals having no connections or designated field or future connections). Furnish all spare terminal blocks with proper nuts and/or screws with flat washers in each cabinet. Terminal block designations shall be unique.
- 537 All wires shall be isolated from the high voltage bus by means of conduit or

grounded metal trough barriers. Shielded, paired wires shall be routed in a separate conduit or wiring trough.

538 No splices are allowed. Make all circuits continuous between termination points.

539 Arrange terminal block wiring to receive Owner's cable with one wire per terminal.

#### 5.4 Instrument and Control Power Transformers

541 Voltage transformers and fuses are to be provided in draw-out/trunnion construction, mounted on smooth rolling drawout carriages in isolated compartments. The voltage transformers shall be mounted after the main breaker and in the cabinet closest to the bus tie for its associated bus. Voltage transformers shall be equipped with primary fuses of the current limiting type, properly sized to protect the transformers. Fuses shall be easily disconnected for changing and inspection. Inspection position shall disconnect the high voltage and low voltage connections of the fuses, visibly ground the assembly, isolating all possible electrical shock points. Secondaries of voltage transformers shall be individually fused. The rollout tray shall be equipped with an interlock to insure rolling out is allowed only in unloaded conditions. Voltage transformers shall be connected in Wye with the neutral grounded, 7,200/120 volts, a 60:1 ratio, 100 kV BIL, metering accuracy 0.3 W, M, Y, Z and 0.6 ZZ burden at 120 volts. Its capacity shall be no less than 200 volt-amperes. Maximum phase angle and ratio errors shall not exceed the ANSI C57.13 for the application specified.

542 Each main incoming primary and secondary disconnect porcelain tubes shall be supplied with a total of six (6) 2000:5 multi-ratio and three (3) 1200:5 multi-ratio [for the bus differential circuit] bushing type 5 terminal current transformers per the one-line. The secondary windings shall be fully distributed for each tap rating. The minimum relay accuracy class shall be C400. Mechanically rated equivalent to the momentary current rating of the breaker and on one-second thermal rating at the rated breaker interrupting current.

543 Each bustie primary and secondary disconnect porcelain tubes shall be supplied with a total of three (3) 2000:5 multi-ratio and six (6) 1200:5 multi-ratio [for the bus differential circuits] type 5 terminal current transformers per the one-line. The secondary windings shall be fully distributed for each tap rating. The minimum relay accuracy class shall be C400. Mechanically rated equivalent to the momentary current rating of the breaker and on one-second thermal rating at the rated breaker interrupting

current.

- 544 All feeder breakers and capacitor cubicles primary and secondary disconnect porcelain tubes shall be supplied with a total of six (6) 1200: 5 multi-ratio bushing type 5 terminal current transformers per the one-line. The secondary windings shall be fully distributed for each tap rating. The minimum relay accuracy class shall be C400. Mechanically rated equivalent to the momentary current rating of the breaker and on one-second thermal rating at the rated breaker interrupting current.
- 545 Switchgear shall be furnished with one single-phase 37.5 kVA dry type control power transformer per bus in an independent cubicle/cabinet. The transformer shall be connected line to neutral, and shall employ cast resin as primary dielectric medium. The unit shall be rated 7.2kV primary, 120/240 volt secondary, 95kV BIL. The primary and secondary of the transformer shall be fused. The CPT fuses shall be installed in a rollout tray, and interlocked by KIRK-KEY to insure the tray can be rolled out only when the transformer is unloaded.

## 5.5 Surge Arresters

- 55.1 Station class, metal-oxide varistor arresters shall be provided, installed and connected on the load side of each feeder and source side of the main breaker. They shall be totally gapless with a duty cycle voltage rating of 9kV and MCOV rating of 7.65kV for use on the 12.47kV grounded wye system. The arrester shall be OB#300009-3003 type PVI or equivalent. Removable and reusable insulated boots shall be provided for the arrester to switchgear connection.

## 5.6 Control Switches and Selector Switches

- 56.1 Breaker control switches shall have enclosed contacts. Switches shall be back-of-board mounted but arranged for front-of-panel operation. Switch escutcheon plates shall be clearly marked to show operating positions.
- 56.2 The control switches and selector switches shall have pistol grip handles and two positions - Close - Open.
- 56.3 Local-remote control selector switches shall be included on per breaker basis. Installation shall be same as in 5.6.1. Electro Switch Part# 505A706G02

## 5.7 Indicating Lights

- 57.1 Position indicating lights shall be provided for circuit breaker "local" status. Failure of an indicating light shall not cause the circuit breaker to operate incorrectly.

- 5.7.2      Indicating lights shall be low voltage, low burden type, mounted in assemblies that include series resistors, mountings, and lens. Indicating lamps shall be LED with a design life of 100,000 hours. The LED shall have a maximum design V/I of 6V/40 MA. Indicating lamps shall be accessible from the front of switchgear to ease lamp replacement. All indicating lights shall be mounted for angular visibility and readily recognized when illuminated. Lens colors shall be as follows:

Red	Circuit Breaker Closed/Circuit Energized
Green	Circuit Breaker Open/Circuit De-Energized
White	Potential Indicating/PT Energized

## 5.8            Terminal Blocks

### 5.8.1            Terminal Blocks (Control)

All cable connections for CB control operation shall be twelve (12) point terminal blocks, 10-32-NF with washer head screws. The marking strip shall be engraved with #1 through #12 numerals, Marathon or equal.

### 5.8.2            Terminal Blocks (CT)

All taps shall be wired to Penn-Union or equal six-point short-circuiting terminal blocks mounted on cubicle sidewall adjacent to the outgoing cable conduits.

### 5.8.3            Terminal Blocks (Station Power)

The outgoing terminal blocks for the single-phase, 120/240-volt station power shall be capable of terminating customers 4/0 – 1/C 600-volt copper cables, with binding head machine screws and compression type terminals.

## 5.9            Cable Terminations

Feeder bus studs and incoming cable studs shall be provided with plated NEMA 4-hole pads. Removable and reusable insulated boots shall be provided for the cable to switchgear connection.

## 5.10          Nameplates

Each switchgear section and device shall have a black phenolic nameplate with beveled edges for circuit or device identification. Each nameplate shall include device description, ANSI Device Reference, and unit designation. All nameplates shall be permanently fixed, with stainless steel screws.

# 6.0          OUTDOOR ENCLOSURES AND ENVIRONMENTAL OPERATING SERVICES

- 6.1 Basic switchgear is to be manufactured for outdoor service. **The switchgear must mate and easily connect with an existing switchgear line up and match existing foundations.** This switchgear must have at least one door for each section that gives access to the breaker. Each door shall be of weatherproof construction, sealed with rubber gaskets and door stops.
- 6.2 All switchgear shall have rear access doors with door stops.
- 6.3 The front and rear of each section of switchgear shall be furnished with one (1) convenience outlet containing a duplex NEMA 5-15R receptacle, one (1) 100 watts, 120 Volt Lamp holder and Single Pole Switch, and one (1) space heater. Space heater shall be furnished with one 200-Watt heater rated 240V, operated at 120V, and anti- condensate thermostat. The thermostat will turn the heater on 85F and turn it off at 95F.
- 6.4 Channel Base shall be furnished with a coal tar coating. The finished structure assembly shall be undercoated with a rust inhibiting primer and finished with an epoxy base paint process to a finished thickness of 7 mils.
- 6.5 All external doors shall have concealed stainless steel door hinges.

## 7.0 DOCUMENTATION

- 7.1 Prior to manufacture, three sets of drawings for approval shall be furnished to the Engineer and one set of drawings to BPUB. The drawings shall include General Arrangement, Three Line Power Diagrams, Schematic Diagram, Bill of Materials, Individual Catalog Sheets for all components listed on Bill of Material, Quality Assurance Outline, Description of Welding Process, and Description of Painting Process. Drawings shall be in AutoCAD 2010 (or higher) format.

- 7.2 Approval documents shall be sent to:

Engineer:

Mr. Brian Winoski  
Ampirical/PCE  
4651 Lawrenceville Highway, Suite 200  
Lilburn, GA 30047-3623

BPUB/Owner

Mr. Arnulfo Mejia  
Substations & Relaying Manager  
Brownsville Public Utilities Board  
1155 FM 511  
Olmito, TX 78575

- 7.3 Certified “As Built” Documentation for Record Purposes shall include General Arrangement, Three Line Power Diagrams, Schematic Diagram, Point to Point Wiring Diagrams, Bill of Materials, Individual Catalog Sheets for all components listed on Bill of Material, Operations Manuals, Certified Test Reports, and Spare Parts List. One set of all drawings in AutoCAD 2010 (or higher) format shall also be sent to the Owner and the Engineer.

- 7.4 In addition, the vendor shall furnish three sets of Certified “As Built” bound drawings consisting of General Arrangement, Three Line Power Diagrams, Schematic Diagram, Point to Point Wiring Diagrams, Bill of Materials, Operations Manuals, Certified Test Reports and Spare Parts Lists in AutoCAD 2010 (or higher) format to the Brownsville Public Utilities Board, Brownsville, Texas.
- 7.5 The vendor shall print and furnish the material for the Arc-Flash safety labels required for the switchgear lineup. The Arc-Flash labels shall be made from Brady type B-302 polyester material. The content and installation of the labels shall be the responsibility of the Owner.

## 8.0 UNIT DETAILS

- 8.1 Incoming Line Auxiliary Unit (one unit) consists of the following:

- 1 Metal-clad Structure with 2000 Ampere Main Copper Bus
- 3 Potential Transformers, 7200-120 Volts, 200 VA minimum, Wye Connected. Potential Transformers shall be located after the main breaker.
- 3 Fuses Current Limit type for High side on the PT's
- 2 Secondary fuses and terminal block for neutral/ground connections
- 1 37.5 kVA, single-phase, 7200-120/240 VAC cast coil control power transformer with current limiting fuses on primary and fused secondary
- 1 Terminal block for load side distribution transformer and customer interface
- 1 White Potential Indicating Light for each PT
- 1 Convenience Outlet, NEMA 5-15R
- 1 Convenience Light and Switch
- 1 Thermostatically-controlled Compartment Space Heater

- 8.2 The Main Unit (one unit) consists of the following:

- 1 Metal-clad Stationary Circuit Breaker Structure with 2000 Amperes Main Copper Bus
- 1 2000 Ampere, 3 Pole Removable Circuit Breaker Element
- 6 2000:5 Amperes Multi-ratio current transformer
- 3 1200:5 Amperes Multi-ratio current transformer
- 3 Surge Arresters, MOV, station class
- 1 Circuit Breaker Control Manual Switch, 2 Positions, Close - Open
- 1 Red Indicating Light, for Circuit Breaker
- 1 Green Indicating Light, for Circuit Breaker
- 1 Control Switch Local-Remote
- 1 Duplex Convenience Outlet, NEMA 5-15R
- 1 Convenience Light and Switch

- 1 Compartment Space Heater
- 1 Set stationary (TOC) auxiliary switches with 6a and 6b contacts

8.3 The Bus Tie Unit (one unit) consists of the following:

- 1 Metal-clad Stationary Circuit Breaker Structure with 2000 Amperes Main Copper Bus
- 1 2000 Ampere, 3 Pole Removable Circuit Breaker Element
- 3 2000:5 Amperes Multi-ratio current transformer
- 6 1200:5 Amperes Multi-ratio current transformer
- 3 Surge Arresters, MOV, station class
- 1 Circuit Breaker Control Manual Switch, 2 Positions, Close - Open
- 1 Red Indicating Light, for Circuit Breaker
- 1 Green Indicating Light, for Circuit Breaker
- 1 Control Switch Local-Remote
- 1 Duplex Convenience Outlet, NEMA 5-15R
- 1 Convenience Light and Switch
- 1 Compartment Space Heater
- 1 Set stationary (TOC) auxiliary switches with 6a and 6b contacts

8.4 Outgoing Feeder Units (four units). Each unit consists of the following:

- 1 Metal-clad Stationary Circuit Breaker Structure with 2000 Ampere Main Copper Bus
- 1 1200 Amperes, 3 Pole Removable Circuit Breaker Element
- 6 1200:5 Amperes Multi-ratio Current Transformers
- 1 Circuit Breaker Control Switch, 2 Positions, Open-Close
- 1 Red Indicating Light, Circuit for breaker
- 1 Green Indicating Light, Circuit for breaker
- 1 Control Switch Local-Remote
- 1 Duplex Convenience Outlet, NEMA 5-15R
- 1 Convenience Light and Switch
- 1 Compartment Space Heater
- 3 Surge Arresters, MOV, station class

## 9.0 INSPECTION AND TESTS

The Brownsville Public Utilities Board, and/or through his engineer, shall witness all test procedures as outlined by appropriate sections of ANSI, IEEE and NEMA, with certified test reports furnished to the purchaser. The vendor will provide all expenses for two persons to travel (minimum of one trip) to the manufacturing facility for witness testing on all equipment. This cost shall be quoted as a separate line item.



## 10.0 SHIPPING

Each lineup shall be shipped completely assembled as a unit to the job site. Equipment can be received via rail or truck, and shall be provided with lifting eyes. Equipment shall be supplied with shipping braces and jack supports for handling by crane and jacks. Equipment shall be shipped FOB final destination.

## 11.0 WARRANTY

The manufacturer will offer a minimum 2-year warranty against all kind of defects on all equipment, relay apparatus, building structure and any other equipment provided by the manufacturer with an additional warranty of three years or more.

## 12.0 ACCESSORIES

25 ft. extension cable for breaker testing

One set of special wrenches, removable hand cranks, and manual spring recharge and maintenance slow closing devices.

One transport dolly or fifth wheel steering bar if breakers are not steerable. For vacuum switchgear, furnish one breaker lift truck for removing and replacing breakers into compartments.

Other accessories normally furnished by manufacturer.

## 13.0 SPARE PARTS

Furnish the following spare parts:

- 2 Trip coils
- 2 Close coils
- 10 LED lamps of each color
- 5 Red light covers
- 5 Green light covers
- 5 Yellow light covers
- 5 White light covers
- 6 Cans of gray spray paint (12 oz. Minimum)
- 6 Cans of white spray paint (12 oz. Minimum)
- 2 VT Fuses
- 2 CPT Fuses
- 2 Auxiliary relays (52x & 52y)
- 1 Breaker Mechanism Operating motor as per manufacturers design
- 3 Three surge arresters, MOV, station class

#### 14.0 TRAINING

Training course for two persons on switchgear maintenance shall be provided at the manufacturers' facilities on the same day of the witness test. The training costs shall be included in the proposal cost.

## REQUIRED FORMS CHECKLIST

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

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

## ETHICS STATEMENT

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

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

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

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

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

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

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

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

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

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

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

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

### DEVIATIONS FROM SPECIFICATIONS IF ANY:

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

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

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

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

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

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

---

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

---

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

---

\_\_\_\_\_  
Date

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

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY & SUBMITTED WITH BID 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>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p><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.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 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?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><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).</p>		
<p><b>7</b></p> <p style="margin-top: 20px;">             _____              Signature of vendor doing business with the governmental entity           </p> <p style="margin-left: 300px;">             _____              Date           </p>		

**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.

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

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

Section 1. (a)

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

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

Section 1. (b)

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

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

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

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

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

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

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



Organization Name  
State Law Verifications

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

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

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

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

NOTARY SEAL \_\_\_\_\_

NOTARY SIGNATURE \_\_\_\_\_

Date

## 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? Firm Fixed Price Time and Material Not to Exceed Cost Plus Fixed

[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.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)	

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

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

**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:

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

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

**Sign  
Here**

Signature of  
U.S. person ►

Date ►

**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**

<b>1</b> Name of organization that is the beneficial owner	<b>2</b> 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):
- |                                                |                                                  |                                                     |                                                                 |
|------------------------------------------------|--------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Simple trust          | <input type="checkbox"/> Tax-exempt organization | <input type="checkbox"/> Corporation                | <input type="checkbox"/> Partnership                            |
| <input type="checkbox"/> Central Bank of Issue | <input type="checkbox"/> Private foundation      | <input type="checkbox"/> Complex trust              | <input type="checkbox"/> Foreign Government - Controlled Entity |
| <input type="checkbox"/> Grantor trust         | <input type="checkbox"/> Disregarded entity      | <input type="checkbox"/> Estate                     | <input type="checkbox"/> Foreign Government - Integral Part     |
|                                                |                                                  | <input type="checkbox"/> International organization |                                                                 |

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III. ☐ Yes ☐ No**5** Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).<br><br><input type="checkbox"/> Participating FFI.<br><input type="checkbox"/> Reporting Model 1 FFI.<br><input type="checkbox"/> Reporting Model 2 FFI.<br><input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.<br><br><input type="checkbox"/> Sponsored FFI. Complete Part IV.<br><input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V.<br><input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.<br><input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.<br><input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII.<br><input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX.<br><input type="checkbox"/> Owner-documented FFI. Complete Part X.<br><input type="checkbox"/> Restricted distributor. Complete Part XI. | <input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII.<br><input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.<br><br><input type="checkbox"/> International organization. Complete Part XIV.<br><input type="checkbox"/> Exempt retirement plans. Complete Part XV.<br><input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI.<br><input type="checkbox"/> Territory financial institution. Complete Part XVII.<br><input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII.<br><input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX.<br><input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.<br><br><input type="checkbox"/> 501(c) organization. Complete Part XXI.<br><input type="checkbox"/> Nonprofit organization. Complete Part XXII.<br><input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.<br><br><input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV.<br><input type="checkbox"/> Active NFFE. Complete Part XXV.<br><input type="checkbox"/> Passive NFFE. Complete Part XXVI.<br><input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII.<br><input type="checkbox"/> Direct reporting NFFE.<br><input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII.<br><input type="checkbox"/> 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)