



LEGAL NOTICE

AND

INVITATION TO COMPETITIVE SEALED PROPOSAL P012-25

The Brownsville Public Utilities Board (BPUB) is requesting Competitive Sealed Proposals (hereon styled "RFP") for a 15kV Metal-Clad/Metal-Enclosed Switchgear for the Ocelot Substation **until 5:00 PM, December 4, 2024** 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 December 5, 2024 at 11:30 AM. Firms can call in at 11:30 AM, December 5, 2024 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/.

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 P012-25, 15kV METAL-CLAD/METAL-ENCLOSED SWITCHGEAR FOR THE OCELOT SUBSTATION DECEMBER 4, 2024, 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.

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 Proposals 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

P012-25 15kV Metal-Clad/Metal-Enclosed Switchgear for Ocelot Substation

For any clarifications, please contact Hugo E. López at the Brownsville Public Utilities Board, Purchasing Department at (956) 983-6375 e-mail: 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 proposal, kindly indicate your reason for “No bid” above and return this form **via email to hlopez@brownsville-pub.com or 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 Proposal. 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 Administrator	or	Diane Solitaire, Purchasing &
		Materials Manager
(956) 983-6375		(956) 983-6366

- **Tentative Time Line**

1. November 18, 2024 through December 4, 2024 - Vendors work on proposal.
2. December 4, 2024 at 5:00 PM CST - **Vendor must submit 2 sets of ssealed proposal documents in an envelope to:**

Diane Solitaire, Purchasing
1155 FM 511
Olmito, TX 78575

Proposal P012-25, 15kV Metal-Clad/Metal-Enclosed Switchgear for Ocelot Substation

Due on December 4, 2024 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. November 22, 2024 – Last day to submit questions
4. December 5, 2024 – Proposal Acknowledgement at 11:30 AM CST
5. December 6 - 26, 2024 - Evaluate proposal documents
6. December 27, 2024 - Provide Final Recommendations
7. January 13, 2025 - 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 December 4, 2024.**

Sealed envelope must be clearly labeled as follows:

Brownsville Public Utilities Board
Attention: Diane Solitaire
1155 FM 511
Olmito, TX 78575
“P012-25 15kV Metal-Clad/Metal Enclosed Switchgear for Ocelot Substation,
December 4, 2024, 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.

CONTRACT AND TERM

The 15kV Metal-Clad/Metal-Enclosed Switchgear shall be delivered FOB to 500 W. Morrison Road, Brownsville, TX 78526. 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.
7. BPUB reserves the right to award multiple contractors to perform this work.

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:	November 18, 2024
Last day to submit questions:	November 22, 2024
Proposals due:	December 4, 2024 by 5:00 PM CST
Proposals Acknowledgment:	December 5, 2024 at 11:30 AM
Proposals evaluated:	December 6-27, 2024
Board approval of contract award:	January 13, 2025
Contract Executed:	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**”, 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 or to 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
Proposal net Price on line items	25
Time and Condition of Delivery	25
Compliance with Equipment Specifications	20
Compliance or Responsive with BPUB Equipment Contract/Terms & Conditions	20
References	10
Total Points	100

DELIVERY

The Seller shall deliver the Equipment within 52 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.

(a) The prices set forth in the Proposal include the cost of delivery of the switchgear to 500 W. Morrison Road, Brownsville, TX 78526.

(b) The prices set forth in the Proposal 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.

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.

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.

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 on page 13.

¹IN 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 Vendor/Firm **agrees to furnish a Supply Bond** in the amount of the proposal.

**PROPOSAL COST SHEET
P012-25**

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 "Firm") hereby proposes to furnish and deliver two (2) 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 (7-Cubicles)	1	\$
2	12.5kV Metal Switchgear Lineup (6-Cubicles)	1	\$
3	Wiring Diagram	1 Lot	\$
4	Extended Three Years Warranty	1 Lot	\$
5	Shipping (no shipping splits)	1 Lot	\$
6	Witness Testing For 2 Employees	1 Lot	\$

Base Proposal Cost: \$ _____

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

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	\$	\$

Item	Description	Manufacturer Part Number	Quantity	Unit Cost	Extended Cost
13	Breaker Mechanism Operating Motor as per Manufacturer's Design		1	\$	\$
14	Three Surge Arresters, MOV, Station Class		3	\$	\$

Spare Parts Total Cost: \$ _____

Proposal Total (Base Proposal and Spare Parts): \$ _____

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 Ocelot Substation Site, 500 W. Morrison Road, Brownsville, TX 78521. Such delivery shall be made within **52 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 propose 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 Firm

Address of Firm

By _____
Signature (Failure to sign disqualifies Proposal)

Date

Title of Officer

Firm's contact person for additional information on this Proposal:

Name: _____

Telephone: _____

Address: _____

Email: _____

REQUIRED FORMS CHECKLIST

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

NAME	FORM DESCRIPTION	SUBMITTED WITH PROPOSAL	
		YES	NO
Legal Notice	Acknowledgement Form	<input type="checkbox"/>	<input type="checkbox"/>
	Debarment Certification	<input type="checkbox"/>	<input type="checkbox"/>
	Ethics Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Conflict of Interest Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
	Certification of Interested Party Form 1295	<input type="checkbox"/>	<input type="checkbox"/>
	Residence Certification	<input type="checkbox"/>	<input type="checkbox"/>
	State Law Verification	<input type="checkbox"/>	<input type="checkbox"/>
	House Bill 89 Verification	<input type="checkbox"/>	<input type="checkbox"/>
	W9 or W8 Form	<input type="checkbox"/>	<input type="checkbox"/>
Special Instructions	Proposal Cost sheet completed and signed	<input type="checkbox"/>	<input type="checkbox"/>
	Cashier Check or Bid Bond of 5% of Total Amount of Proposal (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 firm, by signing and executing this proposal, certifies and represents to the Brownsville Public Utilities Board that firm has not offered, conferred or agreed to confer any pecuniary benefit, as defined by (1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to this proposal; the firm also certifies and represents that the firm has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal, the firm certifies and represents that firm has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Brownsville Public Utilities Board concerning this proposal on the basis of any consideration not authorized by law; the firm also certifies and represents that firm has not received any information not available to other firms so as to give the undersigned a preferential advantage with respect to this proposal; the firm further certifies and represents that firm has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that firm will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Brownsville Public Utilities Board in return for the person having exercised their person's official discretion, power or duty with respect to this proposal; the firm certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the Brownsville Public Utilities Board in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

THE FIRM 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 PROPOSAL.

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

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

COMPANY: _____

AGENT NAME: _____

AGENT SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

TELEPHONE: _____ TELEFAX: _____

FEDERAL ID#: _____ AND/OR SOCIAL SECURITY #: _____

DEVIATIONS FROM SPECIFICATIONS IF ANY:

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

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

Name of Entity: _____

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

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

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<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>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <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>3 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>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</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>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <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>7</p> <p style="margin-top: 20px;"> _____ Signature of vendor doing business with the governmental entity _____ 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.

CERTIFICATE OF INTERESTED PARTIES-FORM 1295

Special message: Please read the Special Notification regarding HB 1295 effective January 1, 2016, implemented by the Texas Ethics Commission, which requires business entities to provide a completed Form 1295 to Brownsville PUB with signed contracts in order to execute them.

In 2015, the Texas Legislature adopted House Bill 1295. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

To implement the law, the Texas Ethics Commission (TEC) adopted new rules necessary to prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form, Form 1295, on October 5, 2015. The commission also adopted new rules as part of Chapter 46 of the Texas Administrative Code on November 30, 2015.

On January 1, 2016, TEC made a new filing application available on their website for business entities to use to both create and file Form 1295. Business entities will enter the required information on Form 1295 within the application and print a copy of the completed form, which will include a certification of filing with a unique certification number. An authorized agent of the business entity will need to sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be included with the signed contract to the governmental body or state agency in order for the governmental body to execute the contract.

Brownsville PUB will then notify the commission, using TEC's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract.

TEC will then post the business entity's completed Form 1295 to its website within seven (7) business days after receiving notice from Brownsville PUB acknowledging that it was received.

To obtain additional information on HB 1295, to learn more about TEC's process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following link: https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm

NOTE: IF AWARDED THIS CONTRACT, FORM 1295 WILL BE SUBMITTED AT THE TIME THE SIGNED CONTRACT IS SUBMITTED TO BPUB. ☐ YES ☐ NO

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Organization Name
State Law Verifications

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

- **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS:** By submission of a response to City of Brownsville Public Utilities Board ("BPUB") **Request for Proposal (the "RFP")**, the responding Company represents that, to the extent this proposal submission or any contracts executed in response to this proposal constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Section 2252.152 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the responding Company, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Company is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.
- **ANTI-BOYCOTT ISRAEL VERIFICATION:** By submission of a response to the BPUB 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

BROWNSVILLE PUBLIC UTILITIES BOARD
RESIDENCE CERTIFICATION

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

Section 1. (a)

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

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

Section 1. (b)

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

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

Signature: _____

Print Name: _____

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

Signature: _____

Print Name: _____

Organization Name
House Bill 89 Verification

I, _____ (Person name), the undersigned representative of
(Company or Business name) _____
_____ (hereafter referred to as company)
being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned
notary, do hereby depose and verify under oath that the company named- above, under
the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract providing that:
 - (1) "company" does not include a sole proprietorship; and
 - (2) the law applies only to a contract that:
 - (a) is between a governmental entity and a company with 10 or more full-time employees; and
 - (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds or the governmental entity

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DATE SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared

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

NOTARY SEAL _____

NOTARY SIGNATURE _____
Date

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 for instructions and the latest information.

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person

Date

General Instructions

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

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

What's New

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

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

Purpose of Form

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

Form **W-8BEN-E**

(Rev. October 2021)

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

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

OMB No. 1545-1621

Do NOT use this form for:

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

Instead use Form:**Part I Identification of Beneficial Owner**

1 Name of organization that is the beneficial owner	2 Country of incorporation or organization																
3 Name of disregarded entity receiving the payment (if applicable, see instructions)																	
4 Chapter 3 Status (entity type) (Must check one box only): <table border="0"><tr><td><input type="checkbox"/> Simple trust</td><td><input type="checkbox"/> Tax-exempt organization</td><td><input type="checkbox"/> Corporation</td><td><input type="checkbox"/> Partnership</td></tr><tr><td><input type="checkbox"/> Central Bank of Issue</td><td><input type="checkbox"/> Private foundation</td><td><input type="checkbox"/> Complex trust</td><td><input type="checkbox"/> Foreign Government - Controlled Entity</td></tr><tr><td><input type="checkbox"/> Grantor trust</td><td><input type="checkbox"/> Disregarded entity</td><td><input type="checkbox"/> Estate</td><td><input type="checkbox"/> Foreign Government - Integral Part</td></tr><tr><td colspan="4"><input type="checkbox"/> International organization</td></tr></table> If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III. <input type="checkbox"/> Yes <input type="checkbox"/> No		<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			
<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																	
5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.) <table border="0"><tr><td><input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions. <input type="checkbox"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. <input type="checkbox"/> Owner-documented FFI. Complete Part X. <input type="checkbox"/> Restricted distributor. Complete Part XI.</td><td><input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. <input type="checkbox"/> Territory financial institution. Complete Part XVII. <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. <input type="checkbox"/> 501(c) organization. Complete Part XXI. <input type="checkbox"/> Nonprofit organization. Complete Part XXII. <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV. <input type="checkbox"/> Active NFFE. Complete Part XXV. <input type="checkbox"/> Passive NFFE. Complete Part XXVI. <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII. <input type="checkbox"/> Direct reporting NFFE. <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII. <input type="checkbox"/> Account that is not a financial account.</td></tr></table>		<input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions. <input type="checkbox"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. 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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																	

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

METAL-CLAD MEDIUM VOLTAGE SWITCHGEAR SPECIFICATION

and

CONTRACT FORM

for



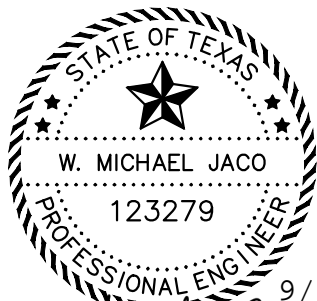
B R O W N S V I L L E PUBLIC UTILITIES BOARD

BROWNSVILLE PUBLIC UTILITIES BOARD

1425 ROBINHOOD DRIVE

BROWNSVILLE, TEXAS 78521

REV – 0 (FOR BID)



9/4/2024

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METAL-CLAD MEDIUM VOLTAGE SWITCHGEAR SPECIFICATION

PART 1: GENERAL

1.1.0 SCOPE

This specification covers the requirements for two (2) 15 kV, 3,000 ampere non-walk-in, outdoor, metal-clad medium-voltage switchgear. One switchgear enclosure shall include seven (7) cubicles, and one switchgear enclosure shall include six (6) cubicles sized per the breakers in section 2.1.0. These metal-clad medium voltage switchgear specifications are the requirements of Brownsville Public Utilities Board (Owner). The Contractor shall furnish and install the equipment as specified herein and as shown on the contract drawings.

1.2.0 REFERENCES

The metal-clad switchgear and all components shall be designed, manufactured, and tested in accordance with the latest applicable standards of ANSI, ATSM, IEEE, NEMA, NESC, NFPA, NEC and UL standards 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
C37.20.2	Standards for Metal-Clad Switchgear
C37.20.3	Standards for Metal-Enclosed Interrupter Switchgear
C37.20.7	Guide for Testing Medium-Voltage Metal-Enclosed Switchgear Rated up to 38kV for Internal Arcing Faults
C37.21	Control Switchboards
C37.100.1	Standard of Common Requirements for High-Voltage Power Switchgear Rated Above 1000V
C57.13	Requirements for Instrument Transformers

NEMA SG-4	Alternating Current High-Voltage Circuit Breakers
NEMA SG-5	Power Switchgear Assemblies

CSA C22.2 No. 31.	Switchgear Assemblies
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1.3.0 ENVIRONMENTAL CONDITIONS

- 1.3.1 Altitude: 33 feet MSL
- 1.3.2 Minimum Temperature: 20 Degrees Fahrenheit
- 1.3.3 Maximum Temperature: 110 Degrees Fahrenheit
- 1.3.4 Maximum Wind Loading: 150 MPH Wind
- 1.3.5 Maximum Humidity: 100%
- 1.3.6 Salt Contamination: 100%
- 1.3.7 NESC Loading District: LIGHT
- 1.3.8 Seismic conditions:
 - 1.3.8.1 The area is defined by the Seismic Design Category A.
 - 1.3.8.2 Design shall withstand lateral seismic forces generated by a ground acceleration of 0.10g.
- 1.3.9 Note that all specifications are at nominal sea level ratings. Actual quoted specifications shall include any modifiers for specified environmental conditions.

1.4.0 SUBMITTALS – FOR REVIEW/APPROVAL

The following information shall be submitted to the Engineer:

- 1.4.1 Master drawing index
- 1.4.2 Front view elevation
- 1.4.3 Floor plan
- 1.4.4 Top view
- 1.4.5 Single line diagram
- 1.4.6 Nameplate schedule
- 1.4.7 Component list
- 1.4.8 Conduit entry/exit locations

1.4.9 Assembly ratings including:

1.4.9.1 Short-circuit withstand ratings

1.4.9.2 Rated Maximum Voltage

1.4.9.3 Continuous current

1.4.9.4 Lightning Impulse Withstand Rating (BIL)

1.4.10 Major component ratings including:

1.4.10.1 Voltage

1.4.10.2 Continuous current

1.4.10.3 Interrupting ratings

1.4.11 Cable terminal sizes

1.4.12 Product data sheets

Where applicable, the following additional information shall be submitted to the Engineer:

1.4.13 Busway connection

1.4.14 Connection details between close-coupled assemblies

1.4.15 Composite floor plan of close-coupled assemblies

1.4.16 Key interlock scheme drawing and sequence of operations

1.4.17 Descriptive bulletins

1.5.0 SUBMITTALS – FOR CONSTRUCTION

The following information shall be submitted for record purposes

- 1.5.1 Final as-built drawings and information for items listed in Paragraph 1.4.0, and shall incorporate all changes made during the manufacturing process.
- 1.5.2 Wiring diagrams
- 1.5.3 Certified production test reports
- 1.5.4 Installation information including equipment anchorage provisions

1.6.0 QUALIFICATIONS

- 1.6.1 The manufacturer of the assembly shall be the manufacturer of the major components within the assembly.
- 1.6.2 For the equipment specified herein, the manufacturer shall be ISO 9001 or 9002 certified.

1.7.0 REGULATORY REQUIREMENTS

1.8.0 DELIVERY, STORAGE AND HANDLING

- 1.8.1 Equipment shall be handled and stored in accordance with manufacturer's instructions. One (1) copy of these instructions shall be included with the equipment at time of shipment.
- 1.8.2 Shipping groups shall be designed to be shipped by truck, rail, or ship. Breakers and accessories shall be packaged and shipped separately.
- 1.8.3 Switchgear shall be equipped to be handled by crane. Where cranes are not available, switchgear shall be suitable for skidding in place on rollers using jacks to raise and lower the groups.
- 1.8.4 Switchgear being stored prior to installation shall be stored so as to maintain the equipment in a clean and dry condition. If stored outdoors, indoor gear shall be covered and heated, and outdoor gear shall be heated.

1.9.0 OPERATION AND MAINTENANCE MANUALS

- 1.9.1 Equipment operation and maintenance manuals shall be provided with each assembly shipped, and shall include instruction leaflets and instruction bulletins for the complete assembly and each major component.

PART 2: PRODUCTS

2.1.0 RATINGS

2.1.1 The switchgear described in this specification shall be designed for operation on a 15 kV, three-phase, three wire, solidly grounded, 60-hertz system. The switchgear assembly shall be rated for 95 kV LIWV (BIL).

2.1.2 The Main and Tie circuit breakers shall have the following ratings:

Nominal Voltage Rating:	12.47 kV
Maximum Voltage Rating:	15 kV
Lightning Impulse Withstand Voltage (BIL):	95 kV peak
Continuous Current:	2000 Ampere
Short-Circuit Current at rated Maximum Voltage:	40 kA rms sym
Rated Voltage Range Factor:	K = 1.0
Closing and Latching Capability (Momentary):	104 kA peak
Maximum Symmetrical Interrupting and 2-second short-time Rating:	40 kA rms sym
Rated Interrupting Time:	3 Cycle
Max. Permissible Tripping Time Delay:	2 sec
Charging Motor Voltage:	240 Volts AC
Tripping Voltage:	125 Volts DC
Closing Voltage:	125 Volts DC

2.1.3 The feeder circuit breakers shall have the following ratings:

Nominal Voltage Rating:	12.47 kV
Maximum Voltage Rating:	15 kV
Lightning Impulse Withstand Voltage (BIL):	95 kV peak
Continuous Current:	1200 Ampere
Short-Circuit Current at rated Maximum Voltage:	40 kA rms sym
Rated Voltage Range Factor:	K = 1.0
Closing and Latching Capability (Momentary):	104 kA peak
Maximum Symmetrical Interrupting and 2-second short-time Rating:	40 kA rms sym
Rated Interrupting Time:	3 Cycle
Max. Permissible Tripping Time Delay:	2 sec
Charging Motor Voltage:	240 Volts AC
Tripping Voltage:	125 Volts DC
Closing Voltage:	125 Volts DC

2.2.0 CONSTRUCTION

2.2.1 The switchgear assembly shall consist of individual cubical sections housing various combinations of circuit breakers and auxiliaries, bolted to form a rigid metal-clad switchgear assembly. Metal side sheets shall provide grounded barriers between adjacent structures and solid removable metal barriers shall isolate the major primary sections of each circuit. The 15 kV switchgear shall be arranged in 1-high configuration.

2.2.2 Each breaker compartment door shall include a viewing window to allow the operator to visually confirm the breaker position inside of the compartment.

2.2.3 The stationary primary contacts shall be silver-plated and recessed within insulating tubes. A steel shutter shall automatically cover the stationary primary disconnecting contacts when the breaker is in the disconnected position or out of the cell. Provide design that allows direct roll-in roll-out of circuit breakers located in bottom compartments.

2.3.0 BUS

2.3.1 Main Bus

2.3.1.1 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 3,000 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.

2.3.1.2 The bus shall be continuously insulated with flame retardant, track resistant insulation for 15 kV RMS and 95kV BIL. All bus joints shall be insulated with prefabricated boots, using reusable nylon fasteners. All bus joints shall be silver plated. Unshielded-insulated buses shall not touch or come close to ground or any component that normally operates at a different potential.

2.3.1.3 The manufacturer shall furnish all materials for insulating field bus connections for the tie bus connections to the existing switchgear and any shipping splits.

2.3.1.4 The manufacturer 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.

- 2.3.1.5 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.

2.3.2 Ground Bus

- 2.3.2.1 A 0.25 x 2.0-inch bare copper ground bus shall be supplied and bolted to each enclosure to provide continuous electrical ground when adjacent enclosures are connected together, to minimize the possibility of circulating currents.
- 2.3.2.2 The ground bus shall be drilled and tapped (#10-32NF) on 2 inch centers in each cubicle for Owner's connections. A minimum of six (6) tapped holes per front cubicle shall be standard.
- 2.3.2.3 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 the Owner's 15kV cable ground shield shall be one (1) of the spade connections. A 2-hole spade terminal for the station ground grid shall be provided.

2.3.3 Transfer Bus

- 2.3.3.1 The metal clad switchgear shall be designed and manufactured with a 2,000 ampere 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 bus.
- 2.3.3.2 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 2,000 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 of 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. The 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.
- 2.3.3.3 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.

- 2.3.3.4 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.
- 2.3.3.5 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.
- 2.3.3.6 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.
- 2.3.3.7 A motorized operating capability of the switches to open or close from a remote site will be included as part of the bid evaluation.

2.4.0 WIRING/TERMINATIONS

- 2.4.1 The switchgear manufacturer shall provide suitable terminal blocks for secondary wire terminations, with a minimum of 15% spare terminals. One control circuit cutout device shall be provided for each circuit breaker. Switchgear secondary wire shall be #12 AWG, type SIS rated 600 volt, 90 degrees C, furnished with wire markers at each termination. Wires shall terminate on terminal blocks with marker strips numbered in agreement with detailed connection diagrams. Wire markers shall be marked with To-From designations and wire ID at each end.
- 2.4.2 Insulated compressions 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.
- 2.4.3 All wires shall be isolated from the high voltage bus by means of conduit or grounded metal trough barrier. Shielded, paired wires shall be routed in a separate conduit or wiring trough.
- 2.4.4 No splices are allowed.
- 2.4.5 Terminal Blocks
 - 2.4.5.1 All terminal blocks shall be mounted on cubicle side wall adjacent to the outgoing cable conduits.

- 2.4.5.2 Terminal Blocks (Control) – All cable connections for circuit breaker control operations shall be twelve-point terminal blocks, 10-32-NF with washer head screws. The marking strip shall be engraved with 1 through 12 numerals, Marathon or equal.
- 2.4.5.3 Terminal Blocks (Current Transformers) – All taps shall be wired to Penn-Union or equal six-point short-circuiting terminal blocks.
- 2.4.5.4 Terminal Blocks (Station Power) – The outgoing terminal blocks for the single-phase, 120/240-volt station power shall be capable of terminating owner 500 MCM – 1/C 600-volt copper cables, with binding head machine screws and compression type terminals.
- 2.4.6 Cable Terminations – Feeder bus studs and incoming cables studs shall be provided with plated NEMA 4-hole pads. Removable and reusable insulated boots shall be provided for the cable to switchgear connection.

2.5.0 CIRCUIT BREAKERS

- 2.5.1 The circuit breakers shall be horizontal drawout type, capable of being rolled directly onto the floor when installed in lower compartments. The breakers shall be operated by a motor-charged stored energy spring mechanism, charged normally by a universal electric motor and in an emergency by a manual handle. The primary disconnecting contacts shall be silver-plated copper.
- 2.5.2 Each circuit breaker shall contain three vacuum interrupters separately mounted in a self-contained, removable self-aligning pole unit. The vacuum interrupter pole unit shall be mounted on glass polyester supports. A contact wear gap indicator for each vacuum interrupter, which requires no tools to indicate available contact life, shall be easily visible when the breaker is removed from its compartment. The current transfer from the vacuum interrupter moving stem to the breaker main conductor shall be a non-sliding design. The breaker front panel shall be removable when the breaker is withdrawn for ease of inspection and maintenance.
- 2.5.3 The secondary contacts shall be silver-plated and shall automatically engage in the breaker operating position. There shall be a distinct test position, which shall be automatically engaged.
- 2.5.4 Interlocks shall be provided to prevent closing of a breaker between operating and test positions, to trip breakers upon insertion or removal from stationary structure, and to discharge stored energy mechanisms upon insertion or removal from the stationary structure. The breaker shall be secured positively in the stationary structure between and including the operating and test positions.

- 2.5.5 The breakers shall be electrically operated by the following control voltages: 125-volt DC close and 125-volt DC trip.
- 2.5.6 For each breaker, provide green and red LED lights to indicate breaker open and closed status.
- 2.5.7 The breaker shall be furnished with one close coil and one trip coil.
Note: Close circuits in shall be separately fused. Trip circuits shall be unfused. Fuse blocks shall be dead-front, pullout type, to provide the control power disconnecting means.
- 2.5.8 AC control voltage shall be derived from a control power transformer mounted in the switchgear.
- 2.5.9 Each circuit breaker compartment shall be provided with an integral motorized racking device accessory with the following features:
- 2.5.9.1 Allow moving the breaker between the connect, test and disconnect positions from a distance of up to 30 feet via a hand held pendant, with the breaker compartment door closed.
 - 2.5.9.2 Breaker position shall be indicated on the pendant by LED lights. A blinking light indicates that the circuit breaker is in the motion through the selected position. A solid (non-blinking) light indicates that the circuit breaker has reached and stopped in the selected position. In case normal operation fails, the appropriate error code is displayed on the pendant in a separate 2 character LED display window.
 - 2.5.9.3 The system shall be designed such that it allows manual racking of the circuit breaker using the levering crank accessory. Manual racking operation shall disable the motorized racking accessory.
 - 2.5.9.4 It shall be possible to enable/disable operation of the motorized racking accessory via purchaser's external interlocking/permissive contacts.
 - 2.5.9.5 120 V AC power for the motorized racking accessory shall be derived from a control power transformer mounted in the switchgear.
 - 2.5.9.6 The hand held pendant shall also include "Open" and "Close" pushbuttons to allow remote operation of the circuit breaker.

- 2.5.9.7 Provide a discrete I/O interface module mounted in each circuit breaker control compartment for control of the motorized racking accessory via external hard-wired dry contacts, for example, via push buttons located at a remote control panel. The I/O interface module to provide output terminals for connections of remote 125VDC LEDs for indication of breaker position status at the remote panel. With this I/O interface, the circuit breaker can be moved from disconnect to connect or from connect to disconnect positions from a remote control panel. Whenever the hand held pendant is in use, the pendant becomes the master and will override the customer's remote control signals.

2.6.0 PROTECTIVE RELAYS

- 2.6.1 The switchgear manufacturer shall furnish and install, in the metal-clad switchgear, provisions to control switchgear from external owner provided microprocessor protection relays as indicated on the drawings. CT shorting blocks shall be supplied for all CTs in the switchgear.

2.7.0 AUXILIARY DEVICES

- 2.7.1 Bushing type current transformers shall be furnished as indicated on the contract drawings.
- 2.7.1.1 Each main breaker 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) five (5) terminal current transformers per the one-line.
- 2.7.1.2 The tie breaker incoming 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 circuit) five (5) terminal current transformers per the one-line.
- 2.7.1.3 The feeder breaker incoming primary and secondary disconnect porcelain tubes shall be supplied with a total of six (6) 1200:5 multi-ratio five (5) terminal current transformers per the one-line.
- 2.7.1.4 The secondary windings shall be fully distributed for each tap rating to six-point shorting terminal blocks. The minimum relay accuracy shall be C400.
- 2.7.1.5 The thermal and mechanical ratings of the current transformers shall be coordinated with the circuit breakers.

- 2.7.1.6 The standard location for the current transformers on the bus side and line side of the 15kV, 95 kV BIL units shall be front accessible to permit adding or changing current transformers without removing high-voltage insulation connections.
- 2.7.2 Voltage Transformers shall be furnished as shown on the one-line diagram.
- 2.7.2.1 The voltage transformers shall be mounted on tilt-out trunnions or drawout drawer assemblies and equipped with current limiting primary fuses. In the withdrawn position, the fuses and the potential transformers shall be disconnected and grounded to permit safe inspection and/or replacement of the fuses. The trunnion frame shall be connected to ground by a flexible copper cable that is attached directly to the frame. The mechanism shall be arranged so that full access to potential transformers or fuses cannot be accomplished until they are disconnected from high voltage and grounded. Live parts shall be isolated when the voltage transformers are in the withdrawn position to prevent accidental contact by operating or maintenance personnel. Stationary contacts shall be silver plated copper and mounted on porcelain or glass polyester supports. Cables connected to voltage transformer primaries shall be rated for the full voltage and BIL rating of the switchgear.
- 2.7.2.2 The voltage transformers shall be connected in Wye with the neutral ground, 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 voltages. The voltage transformer's capacity shall be no less than 200 volt-amperes. The maximum phase angle and ratio error shall not exceed the ANSI C57.13 for the application specified.
- 2.7.3 Surge Arresters
- 2.7.3.1 Station on 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.

- 2.7.4 Control Power Transformers shall be furnished as shown on the one-line diagram.
- 2.7.4.1 One (1) single-phase 75 kVA dry type control power transformer per switchgear enclosure shall be mounted in an independent cubicle. 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.
 - 2.7.4.2 A mechanical interlock shall be provided to require the secondary breaker to be open before the CPT drawer or CPT primary fuse drawer can be withdrawn.
- 2.7.5 Each auxiliary compartment shall be provided with an integral motorized racking device accessory, with the following features:
- 2.7.5.1 Allow moving the auxiliary drawer between the connect and disconnect positions from a distance of up to 30 feet via a hand held pendant, with the auxiliary compartment door closed. Where the MR2 is provided for breaker racking, the same pendant can be used for auxiliary racking.
 - 2.7.5.2 Auxiliary drawer position shall be indicated on the pendant by LED lights. A blinking light indicates that the auxiliary drawer is in the motion through the selected position. A solid (non-blinking) light indicates that the auxiliary drawer has reached and stopped in the selected position. In case normal operation fails, the appropriate error code is displayed on the pendant in a separate 2 character LED display window.
 - 2.7.5.3 The system shall be designed such that it allows manual racking of the auxiliary drawer using the levering crank accessory. Manual racking operation shall disable the motorized racking accessory.
 - 2.7.5.4 It shall be possible to enable/disable operation of the motorized racking accessory via Purchaser's external interlocking/permissive contacts.
 - 2.7.5.5 120 V AC power for the motorized racking accessory shall be derived from a control power transformer mounted in the switchgear.

- 2.7.5.6 Provide a discrete I/O interface module for each auxiliary drawer for control of the motorized racking accessory via external hard-wired dry contacts, for example, via push buttons located at a remote control panel. The I/O interface module to provide output terminals for connections of remote 24 V LEDs for indication of auxiliary drawer position status at the remote panel. With this I/O interface, the auxiliary drawer can be moved from disconnect to connect or from connect to disconnect positions from a remote control panel. Whenever the hand held pendant is in use, the pendant becomes the master and will override the customer's remote control signals.

2.8.0 ENCLOSURES

- 2.8.1 The switchgear described in these specifications shall be weatherproof, aisleless construction for outdoor service. Each shipping group shall be mounted upon an integral base frame with a weatherproof enclosure for assembly in the field into a complete metal-enclosed switchgear assembly with a weatherproof door provided on the breaker drawout side of each vertical section.
- 2.8.2 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.

2.9.0 NAMEPLATES

- 2.9.1 Engraved nameplates, mounted on the face of the assembly, shall be furnished for all main and feeder circuits as indicated on the drawings. Nameplates shall be laminated plastic, black characters on white background, and secured with screws. Characters shall be 3/16-inch high, minimum. Furnish master nameplate for each switchgear lineup giving information in accordance with IEEE Std. C37.20.2. Circuit nameplates shall be provided with circuit designations as shown on purchaser's single-line diagrams.
- 2.9.2 Control components mounted within the assembly, such as fuse blocks, relays, pushbuttons, switches, etc., shall be suitably marked for identification corresponding to appropriate designations on manufacturer's wiring diagrams.

2.10.0 FINISH

- 2.10.1 The finish shall consist of a coat of gray (ANSI-61), thermosetting, polyester powder paint applied electrostatically to pre-cleaned and phosphatized steel and aluminum for internal and external parts. The coating shall have corrosion resistance of 600 hours to 5% salt spray.

2.11.0 ACCESSORIES

- 2.11.1 The switchgear manufacturer shall furnish accessories for test, inspection, maintenance and operation, including:
 - 2.11.1.1 One – Maintenance tool for manually charging the breaker closing spring and manually opening the shutter
 - 2.11.1.2 One – Levering crank for moving the breaker between test and connected positions
 - 2.11.1.3 One – Test jumper for electrically operating the breaker while out of its compartment
 - 2.11.1.4 One – Breaker lifting yoke used for attachment to breaker for lifting breaker on or off compartment rails, when applicable
 - 2.11.1.5 One – Set of rail extensions and rail clamps, when applicable
 - 2.11.1.6 One – Portable lifting device for lifting the breaker on or off the rails
 - 2.11.1.7 One – Simple portable electrical levering-in device with 25 feet of extension cable

2.12.0 PARTIAL DISCHARGE TESTS

- 2.12.1 The switchgear shall be corona free. It shall be tested for partial discharges in accordance with IEEE C37.20.2. The corona discharges measured during the tests shall be less than 100 pico coulombs.

2.13.0 BILLS OF MATERIAL

- 2.13.1 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.
- 2.13.2 Protection relays and controls for the switchgear shall be provided by the Owner in a separate control building.
- 2.13.3 The metal-clad switchgear auxiliary section for control and instrumentation shall include the following:
- ❖ One – Metal-clad structure with 2000 ampere Main Copper Bus
 - ❖ Three – line-to-ground voltage transformers with current limit type fuses
 - ❖ One – 75 kVA single-phase control power transformer with fuses on the primary and secondary side
 - ❖ One – Convenience Outlet, NEMA 5-15R
 - ❖ One – Convenience light and switch
 - ❖ One – Thermostatically controlled Compartment Space Heater
- 2.13.4 The metal-clad switchgear main circuit breaker section for control of a main circuit breaker shall include the following:
- ❖ One – Metal-clad Stationary Circuit Breaker Structure with 2000 ampere main copper bus
 - ❖ One – 2000 ampere, 3-pole draw-out power circuit breaker
 - ❖ Six – 2000:5 multi-ratio current transformers
 - ❖ Three – 1200:5 multi-ratio current transformers
 - ❖ Three – surge arresters, MOV, station class
 - ❖ One – Circuit breaker control switch with red and green indicating lights
 - ❖ One – Convenience Outlet, NEMA 5-15R
 - ❖ One – Convenience light and switch
 - ❖ One – Compartment Space Heater
 - ❖ One – Nameplate
- 2.13.5 The metal-clad switchgear tie breaker section for control of a tie breaker shall include the following (Only required for the seven (7) cubical switchgear):
- ❖ One – Metal-clad Stationary Circuit Breaker Structure with 2000 ampere main copper bus
 - ❖ One – 2000 ampere, 3-pole draw-out power circuit breaker
 - ❖ Three – 2000:5 multi-ratio current transformers
 - ❖ Six – 1200:5 multi-ratio current transformers
 - ❖ Three – surge arresters, MOV, station class
 - ❖ One – Circuit breaker control switch with red and green indicating lights
 - ❖ One – Convenience Outlet, NEMA 5-15R
 - ❖ One – Convenience light and switch

- ❖ One – Compartment Space Heater
- ❖ One – Nameplate

2.13.6 Each metal-clad switchgear feeder breaker section for control of a feeder circuit breaker (four units) shall include the following:

- ❖ One – Metal-clad Stationary Circuit Breaker Structure with 1200 ampere main copper bus
- ❖ One – Metal clad Stationary Motor Operated Structure with 1200 ampere transfer copper bus
- ❖ One – 1200 ampere, 3-pole draw-out power circuit breaker.
- ❖ Six – 1200:5 multi-ratio current transformers.
- ❖ One – 1200 ampere, 3-pole, motor operated, load break disconnect switch.
- ❖ Three – Surge arresters, MOV, station class.
- ❖ One – Circuit breaker control switch with red and green indicating lights.
- ❖ One – Convenience Outlet, NEMA 5-15R.
- ❖ One – Convenience light and switch.
- ❖ One – Compartment Space Heater.
- ❖ One – Nameplate

2.13.7 The following spare parts shall be furnished:

- ❖ Two – Trip coils
- ❖ Two – Close coils
- ❖ Ten – LED lamps of each color
- ❖ Five – Red light covers
- ❖ Five – Green light covers
- ❖ Six – Cans of gray spray paint (12 oz. Minimum)
- ❖ Six – Cans of white spray paint (12 oz. Minimum)
- ❖ Two – VT Fuses
- ❖ Two – CPT Fuses
- ❖ Two – Auxiliary relays (52x & 52y)
- ❖ One – Breaker Mechanism Operating motor as per manufacturers design
- ❖ Three – Surge arrestors, MOV, station class

PART 3: EXECUTION

3.1.0 FACTORY TESTING

- 3.1.1 The following standard factory tests shall be performed on the circuit breaker element provided under this section. All tests shall be in accordance with the latest version of ANSI/IEEE standards.
 - 3.1.1.1 Alignment test with master cell to verify all interfaces and interchangeability
 - 3.1.1.2 Circuit breakers operated over the range of minimum to maximum control voltage
 - 3.1.1.3 Factory setting of contact gap
 - 3.1.1.4 One-minute dielectric test per ANSI/IEEE standards
 - 3.1.1.5 Final inspections and quality checks
- 3.1.2 The following production test shall be performed on each breaker housing:
 - 3.1.2.1 Alignment test with master breaker to verify interfaces
 - 3.1.2.2 One-minute dielectric test per ANSI/IEEE standards on primary and secondary circuits
 - 3.1.2.3 Operation of wiring, relays and other devices verified by an operational sequence test
 - 3.1.2.4 Final inspection and quality check
- 3.1.3 The manufacturer shall provide three (3) certified copies of factory test reports.
- 3.1.4 Factory tests as outlined under 3.1.2 shall be witnessed by the owner's representative.
 - 3.1.4.1 The manufacturer shall notify the owner two (2) weeks prior to the date the tests are to be performed.

3.2.0 TRAINING

- 3.2.1 The Contractor shall provide a training session for up to two (2) owner's representatives for 1 normal workday at a job site location determined by the owner.

- 3.2.2 The training session shall be conducted by a manufacturer's qualified representative. Training program shall include instructions on the assembly, circuit breaker, protective devices, and other major components.

3.3.0 INSTALLATION

- 3.3.1 The Contractor shall install all equipment per the manufacturer's recommendations and contract drawings.
- 3.3.2 All necessary hardware to secure the assembly in place shall be provided by the Contractor.

3.4.0 FIELD ADJUSTMENTS

- 3.4.1 The relays shall be set in the field by:
- 3.4.1.1 The Contractor in accordance with settings designated by the engineer.

3.5.0 PROPOSAL INFORMATION AND DRAWINGS

- 3.5.1 All Bidders shall furnish the completed proposal data form, detailed plans, typical performance data, typical outline drawings, specifications, and equipment component information for evaluation with their proposals. One multi-page PDF shall be emailed and one (1) hard copy proposal package shall be sent to the Engineer.

Mr. Michael Jaco, P.E.
Ellett & Gaynor, LLC
5706 SW 45TH AVE.
Amarillo, TX 79109-5284
Telephone: (806) 376-9678
FAX: (806) 376-1931
Email: MichaelJ@egpe.biz

One multi-page PDF shall be emailed and one (1) hard copy proposal package shall be sent to the Owner.

Hugo E. Lopez (Purchasing Department)
Brownsville Public Utilities Board
1425 Robinhood Drive
Brownsville, TX 78521
Telephone: (956) 983-6375
Email: hlopez@brownsville-pub.com

- 3.5.2 The Successful Bidder shall furnish one multi-page PDF package and three (3) hard copy sets of approval drawings for review by the Owner and Engineer. Four (4) complete sets of instruction books, guaranteed performance data, outline, and control drawings marked as FINAL shall be bound in a heavy duty 3-ring binders and sent prior to delivery of the transformer. All FINAL drawings and documents shall be provided on flash drive in AutoCAD 2015 or later format or via electronic submittal to the Engineer:

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- 3.5.3 Approval and Final drawings to be furnished shall include items listed in Paragraph 1.5.0 and shall incorporate all changes made during the manufacturing process.